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NEW DELHI, SEPTEMBER 1—SEPTEMBER 7, 2019, SATURDAY/BHADRA 10—BHADRA—16, 1941

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 14 फरवरी, 2019

का.आ. 1596.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "शिक्षा ओ अनुसंधान यूनिवर्सिटी, भुवनेश्वर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

"डॉक्टर ऑफ मेडिसिन (बाल रोग)"

(3)

एमडी (बाल रोग)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह इंस्टीट्यूट एंड मेडिकल साइंसेज एंड एसयूएम हॉस्पिटल, भुवनेश्वर में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में शिक्षा ओ अनुसंधान यूनिवर्सिटी, भुवनेश्वर द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/16/2019-एमई-1/एफटीएस नं. 3198235]

पी. के. बंदोपाध्याय, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE**(Department of Health and Family Welfare)**New Delhi, the 14th February, 2019

S.O. 1596.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against "Siksha O Anusandhan University, Bhubaneswar", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

"Doctor of Medicine (Paediatrics)"

MD (Paediatrics)

(This shall be a recognized medical qualification when granted by Siksha O Anusandhan University, Bhubaneswar in respect of students being trained at Institute of Medical Sciences & SUM Hospital, Bhubaneswar, on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/16/2019-ME-1/FTS No. 3198235]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 15 फरवरी, 2019

का.आ. 1597.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "द तमिलनाडु डॉ. एमजीआर, मेडिकल यूनिवर्सिटी, चेन्नई" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
“डाक्टर ऑफ मेडिसीन (बाल रोग)”	एमडी(बाल रोग) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह श्री मुकाम्बीका इंस्टीट्यूट ऑफ मेडिकल साइंसेज, कन्याकुमारी में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में द तमिलनाडु डॉ. एमजीआर, मेडिकल यूनिवर्सिटी, चेन्नई द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/18/2019-एमई-1/एफटीएस नं. 3198238]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 15th February, 2019

S.O. 1597.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “The Tamil Nadu Dr. M.G.R. Medical University, Chennai”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Paediatrics)”	MD (Paediatrics) (This shall be a recognized medical qualification when granted by The Tamil Nadu Dr. M.G.R. Medical University, Chennai in respect of students being trained at Sree Mookambika Institute of Medical Sciences, Kanyakumari on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/18/2019-ME-I/FTS No. 3198238]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 6 मार्च, 2019

का.आ. 1598.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "श्री गुरु गोविंद सिंह ट्रीसेंटनरी यूनिवर्सिटी, गुरुग्राम" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (फार्माकोलॉजी)"	एमडी (फार्माकोलॉजी)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह श्री गुरु गोविंद सिंह ट्रीसेंटनरी मेडिकल कॉलेज, हॉस्पिटल एंड रिसर्च इंस्टीट्यूट, गुरुग्राम में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में श्री गुरु गोविंद सिंह ट्रीसेंटनरी यूनिवर्सिटी, गुरुग्राम द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/41/2019-एमई-1/एफटीएस नं. 3200433]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 6th March, 2019

S.O. 1598.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against "Shree Guru Gobind Singh Tricentenary University, Gurugram", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
"Doctor of Medicine (Pharmacology)"	MD (Pharmacology)

(This shall be a recognized medical qualification when granted by Shree Guru Gobind Singh Tricentenary University, Gurugram in respect of students being trained at Shree Guru Gobind Singh Tricentenary Medical College, Hospital & Research Institute, Gurugram on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/41/2019-ME-I/FTS No. 3200433]

P. K. BANDYOPADHYAY. Under Secy.

नई दिल्ली, 7 मार्च, 2019

का.आ. 1599.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "सविता यूनिवर्सिटी (मानद), चैन्नई" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"मास्टर ऑफ सर्जरी (स्त्री रोग एवं प्रसूति विज्ञान)"	एम.एस. (ओबीजी)
	(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सविता मेडिकल कालेज एंड होस्पिटल, कांचीपुरम, तमिलनाडु में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में सविता यूनिवर्सिटी (मानद), चैन्नई द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (टी.बी. और श्वसन रोग)"	एमडी (टी.बी. और श्वसन रोग)
	(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सविता मेडिकल कालेज एंड होस्पिटल, कांचीपुरम, तमिलनाडु में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में सविता यूनिवर्सिटी (मानद), चैन्नई द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं.यू-12012/36/2019-एमई-1/एफटीएस नं. 3200203]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 7th March, 2019

S.O. 1599.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Saveetha University (Deemed), Chennai”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (Obstetrics & Gynaecology)”	MS (OBG) (This shall be a recognized medical qualification when granted by Saveetha University (Deemed), Chennai in respect of students being trained at Saveetha Medical College and Hospital, Kanchipuram, Tamilnadu on or after 2018).
“Doctor of Medicine (T.B. & Respiratory Medicine)”	MD (T.B. & Respiratory Medicine) (This shall be a recognized medical qualification when granted by Saveetha University (Deemed), Chennai in respect of students being trained at Saveetha Medical College and Hospital, Kanchipuram, Tamilnadu on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/36/2019-ME-I/FTS No. 3200203]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 7 मार्च, 2019

का.आ. 1600.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलुरु” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
“मास्टर आफ सर्जरी (ओटो-राइनो-लेरिंगोलॉजी)”	एमएस (ईएनटी)
	(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह मांड्या इंस्टीट्यूट ऑफ मेडिकल साइंसेस, मांड्या में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलुरु द्वारा प्रदत्त होगी।)
“डॉ. आफ मेडिसीन/मास्टर आफ सर्जरी (नेत्र विज्ञान)”	एमडी/एम एस (नेत्र विज्ञान)
	(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह मांड्या इंस्टीट्यूट ऑफ मेडिकल साइंसेस, मांड्या में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलुरु द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/40/2019-एमई-1/एफटीएस नं. 3200429]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 7th March, 2019

S.O. 1600.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Rajiv Gandhi University of Health Sciences, Bangalore”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (Oto-Rhino-Laryngology)”	MS (ENT) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Mandya Institute of Medical Sciences, Mandya on or after 2018).
“Doctor of Medicine/Master of Surgery (Ophthalmology)”	MD/MS (Ophthalmology) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Mandya Institute of Medical Sciences, Mandya on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/40/2019-ME-I/FTS No. 3200429]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 1 अप्रैल, 2019

का. आ. 1601.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "वेस्ट बंगाल यूनिवर्सिटी ऑफ हेल्थ साइंसेज, कोलकाता" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
मास्टर आफ सर्जरी (नेत्रविज्ञान)"	एमएस (नेत्र विज्ञान)
	(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह मिदनापुर मेडिकल कालेज, मिदनापुर में 2016 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में वेस्टबंगाल यूनिवर्सिटी ऑफ हेल्थ साइंसेज, कोलकाता द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/88/2019-एमई-1/एफटीएस नं. 3203974]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 1st April, 2019

S.O. 1601.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against "West Bengal University of Health Sciences, Kolkata", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Master of Surgery (Ophthalmology)”

MS (Ophthalmology)

(This shall be a recognized medical qualification when granted by West Bengal University of Health Sciences, Kolkata in respect of students being trained at Midnapore Medical College, Midnapore. on or after 2016).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/88/2019-ME-I/FTS No. 3203974]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 3 अप्रैल, 2019

का.आ. 1602.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात:-

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम(2) कहा गया है] शीर्षक के अधीन **“राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु”** के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात:-

(2)

(3)

डॉक्टर ऑफ मेडिसीन (डरमाटोलोजी, वेनरोलोजी और लेप्रोसी)

एम.डी. (डीवीएल)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह ख्वाजा बंदा नवाज इंस्टीट्यूट ऑफ मेडिकल साइंसेज, गुलबर्ग में प्रशिक्षित किए गए छात्रों के संबंध में 2018 को या बाद में **राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु** द्वारा प्रदत्त होगी)।

डॉक्टर ऑफ मेडिसीन/मास्टर ऑफ सर्जरी (नेत्र विज्ञान)

एम.डी./एम.एस. (नेत्र विज्ञान)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह ख्वाजा बंदा नवाज इंस्टीट्यूट ऑफ मेडिकल साइंसेज, गुलबर्ग में प्रशिक्षित किए गए छात्रों के संबंध में 2018 को या बाद में **राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु** द्वारा प्रदत्त होगी)।

‘डॉक्टर ऑफ मेडिसीन (जनरल मेडिसीन)

एम.डी. (जनरल मेडिसीन)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह ख्वाजा बंदा नवाज इंस्टीट्यूट ऑफ मेडिकल साइंसेज, गुलबर्ग में

प्रशिक्षित किए गए छात्रों के संबंध में 2018 को या बाद में **राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु** द्वारा प्रदत्त होगी।

मास्टर आफ सर्जरी (अस्थि विज्ञान)

एम.एस. (अस्थि विज्ञान)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह ख्वाजा बंदा नवाज इंस्टीट्यूट ऑफ मेडिकल साइंसेज, गुलबर्गा में प्रशिक्षित किए गए छात्रों के संबंध में 2018 को या बाद में **राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु** द्वारा प्रदत्त होगी।)

नोट:

1. अधोस्नातक कोर्स को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से संबंधित अधोस्नातक कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/38/2018-एमई-1/(एफटीएस नं. 3200272)]

पी. के. बंदोपाध्याय, संयुक्त सचिव

New Delhi, the 3rd April, 2019

S.O. 1602.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Rajiv Gandhi University of Health Sciences, Bangalore”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Dermatology, Venereology & Leprosy)”	MD (DVL) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Khaja Banda Nawaz Institute of Medical Sciences, Gulbarga. on or after 2018).
“Doctor of Medicine/ Master of Surgery (Ophthalmology)”	MD/MS (Ophthalmology) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Khaja Banda Nawaz Institute of Medical Sciences, Gulbarga. on or after 2018).
“Doctor of Medicine (General Medicine)”	MD (General Medicine) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health

Sciences, Bangalore in respect of students being trained at Khaja Banda Nawaz Institute of Medical Sciences, Gulbarga. on or after 2018).

“Master of Surgery (Orthopaedics)”

MS (Orthopaedics)

(This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Khaja Banda Nawaz Institute of Medical Sciences, Gulbarga. on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/38/2018-ME-I/FTS No. 3200272]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 3 अप्रैल, 2019

का.आ. 1603.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “डा. एनटीआर यूनिवर्सिटी ऑफ हेल्थ साइंसेज, विजयवाड़ा” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

डाक्टर ऑफ मेडिसिन, (नियोनेटोलोजी)”

एमडी (नियोनेटोलोजी)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह उस्मानिया मेडिकल कालेज, हैदराबाद में 2017 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में डा. एनटीआर यूनिवर्सिटी ऑफ हेल्थ साइंसेज, विजयवाड़ा द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/97/2019-एमई-1/एफटीएस नं. 3204290]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 3rd April, 2019

S.O. 1603.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Dr. NTR University of Health Sciences, Vijayawada”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Neonatology)”	DM (Neonatology) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Osmania Medical College, Hyderabad on or after 2017).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/97/2019-ME-I/FTS No. 3204290]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 3 अप्रैल, 2019

का.आ. 1604.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “डॉ. एनटीआर यूनिवर्सिटी ऑफ हेल्थ साइंसेज, विजयवाड़ा” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
डाक्टर ऑफ मेडिसीन/मास्टर आफ सर्जरी (नेत्रविज्ञान)”	एमडी/एम एस(नेत्र विज्ञान)
	(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह एमएनआर मेडिकल कालेज, संगारेडुडी में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में डॉ. एनटीआर यूनिवर्सिटी ऑफ हेल्थ साइंसेज, विजयवाड़ा द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/94/2019-एमई-I/एफटीएस नं. 3204233]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 3rd April, 2019

S.O. 1604.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against "Dr. NTR University of Health Sciences, Vijayawada", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

"Doctor of Medicine/ Master of Surgery (Ophthalmology)"

MD/MS (Ophthalmology)

(This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at MNR Medical College, Sangareddy on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/94/2019-ME-I/FTS No. 3204233]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 3 अप्रैल, 2019

का. आ. 1605.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "तीर्थकर महावीर यूनिवर्सिटी, मुरादाबाद" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

" डॉक्टर ऑफ मेडिसिन (फिजियोलॉजी)"

एमडी (फिजियोलॉजी)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह तीर्थकर महावीर मेडिकल कॉलेज एंड रिसर्च सेंटर,

मुरादाबाद, उत्तर प्रदेश में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में तीर्थंकर महावीर यूनिवर्सिटी, मुरादाबाद द्वारा प्रदत्त होगी।)

"मास्टर ऑफ सर्जरी (नेत्र विज्ञान)"

एमएस (नेत्र विज्ञान)
(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह तीर्थंकर महावीर मेडिकल कॉलेज एंड रिसर्च सेंटर, मुरादाबाद, उत्तर प्रदेश में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में तीर्थंकर महावीर यूनिवर्सिटी, मुरादाबाद द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/75/2019-एमई-I/एफटीएस नं. 3202240]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 3rd April, 2019

S.O. 1605.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against "Teerthankar Mahaveer University, Moradabad", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

"Doctor of Medicine (Physiology)"

MD (Physiology)

(This shall be a recognized medical qualification when granted by Teerthankar Mahaveer University, Moradabad in respect of students being trained at Teerthankar Mahaveer Medical College and Research Centre, Moradabad, Uttar Pradesh on or after 2018).

"Master of Surgery (Ophthalmology)"

MS (Ophthalmology)

(This shall be a recognized medical qualification when granted by Teerthankar Mahaveer University, Moradabad in respect of students being trained at Teerthankar Mahaveer Medical College and Research Centre, Moradabad, Uttar Pradesh on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.

3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/75/2019-ME-I/FTS No. 3202240]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 4 अप्रैल, 2019

का.आ. 1606.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "चौधरी चरण सिंह यूनिवर्सिटी" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
'मास्टर ऑफ सर्जरी (स्त्री रोग एवं प्रसूति विज्ञान)	एम.एस. (ओबीजी) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सरस्वती इंस्टीट्यूट ऑफ मेडिकल साइंसेज, हापुड, उत्तरी प्रदेश में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में चौधरी चरण सिंह यूनिवर्सिटी द्वारा प्रदत्त होगी।)
'डॉक्टर आफ मेडिसिन (पैथोलोजी)	एम.डी. (पैथोलोजी) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सरस्वती इंस्टीट्यूट ऑफ मेडिकल साइंसेज, हापुड, उत्तर प्रदेश में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में चौधरी चरण सिंह यूनिवर्सिटी द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/116/2019-एमई-I/एफटीएस नं. 3205787]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 4th April, 2019

S.O. 1606.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(I) against “Ch. Charan Singh University”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (obstetrics and gynecology)”	MS (OBG) (This shall be a recognized medical qualification when granted by Ch. Charan Singh University in respect of students being trained at Saraswati Institute of Medical Sciences, Hapur, Uttar Pradesh on or after 2018).
“Doctor of Medicine (Pathology)”	MD (Pathology) (This shall be a recognized medical qualification when granted by Ch. Charan Singh University in respect of students being trained at Saraswati Institute of Medical Sciences, Hapur, Uttar Pradesh on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/116/2019-ME-I/FTS No. 3205787]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 4 अप्रैल, 2019

का.आ. 1607.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “सविता यूनिवर्सिटी (मानद), चैन्नई” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
" डॉक्टर ऑफ मेडिसिन (मनश्चिकित्सा)"	एमडी (मनश्चिकित्सा) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सविता मेडिकल कालेज एंड होस्पिटल, कांचीपुरम, तमिलनाडु में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में सविता यूनिवर्सिटी (मानद), चैन्नई द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (बाल रोग)"	एमडी (बाल रोग) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सविता मेडिकल कालेज एंड होस्पिटल, कांचीपुरम, तमिलनाडु में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में सविता यूनिवर्सिटी (मानद), चैन्नई द्वारा प्रदत्त होगी।)

"डॉक्टर ऑफ मेडिसिन (पैथोलॉजी)"	एमडी (पैथोलॉजी) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सविता मेडिकल कालेज एंड होस्पिटल, कांचीपुरम, तमिलनाडु में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में सविता यूनिवर्सिटी (मानद), चैन्नई द्वारा प्रदत्त होगी।)
"मास्टर ऑफ सर्जरी (अस्थि विज्ञान)"	एमएस (अस्थि विज्ञान) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सविता मेडिकल कालेज एंड होस्पिटल, कांचीपुरम, तमिलनाडु में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में सविता यूनिवर्सिटी (मानद), चैन्नई द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/36/2019-एमई-1/एफटीएस नं. 3200203]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 4th April, 2019

S.O. 1607.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(I) against "Saveetha University (Deemed), Chennai", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
"Doctor of Medicine (Psychiatry)"	MD (Psychiatry) (This shall be a recognized medical qualification when granted by Saveetha University (Deemed), Chennai in respect of students being trained at Saveetha Medical College and Hospital, Kanchipuram, Tamilnadu on or after 2018).
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics) (This shall be a recognized medical qualification when granted by Saveetha University (Deemed), Chennai in respect of students being trained at Saveetha Medical College and Hospital, Kanchipuram, Tamilnadu on or after 2018).

“Doctor of Medicine (Pathology)”

MD (Pathology)

(This shall be a recognized medical qualification when granted by Saveetha University (Deemed), Chennai in respect of students being trained at Saveetha Medical College and Hospital, Kanchipuram, Tamilnadu on or after 2018).

“Master of Surgery (Orthopaedics)”

MS (Orthopaedics)

(This shall be a recognized medical qualification when granted by Saveetha University (Deemed), Chennai in respect of students being trained at Saveetha Medical College and Hospital, Kanchipuram, Tamilnadu on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/36/2019-ME-I/FTS No. 3200203]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 22 अप्रैल, 2019

का.आ. 1608.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेस, त्रिशूर” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

डा. ऑफ मेडिसीन/ मास्टर आफ सर्जरी (डरमेटोलोजी, एम डी(डीवीएल)
वेनरोलोजी और लेप्रोसी)”

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह एमईएस मेडिकल कालेज, पेरेंटलमन्ना, मल्लापुरम में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेस, त्रिशूर द्वारा प्रदत्त होगी।)

डॉ. आफ मेडिसीन (रेडियो डायग्नोसिस)”

एमडी (रेडियो डायग्नोसिस)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह एमईएस मेडिकल कालेज, पेरेंटलमन्ना, मल्लापुरम में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेस, त्रिशूर द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/118/2019-एमई-1/एफटीएस नं. 3206172]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 22nd April, 2019

S.O. 1608.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(I) against "Kerala University of Health Sciences, Thrissur", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

"Doctor of Medicine (Dermatology, Venereology & Leprosy)"

MD (DVL)

(This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at M E S Medical College, Perintalmanna, Malapuram on or after 2018).

"Doctor of Medicine (Radiodiagnosis)"

MD (Radiodiagnosis)

(This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at M E S Medical College, Perintalmanna, Malapuram on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/118/2019-ME-1/FTS No. 3206172]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 22 अप्रैल, 2019

का.आ. 1609.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेज, त्रिसूर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
‘मास्टर ऑफ सर्जरी (अस्थि विज्ञान)’	एम एस (अस्थि विज्ञान) (यह एक मान्यता प्राप्त मेडिकलअर्हता होगी जब यह केएमसीटी मेडिकल कालेज कोझीकोड, कालीकट में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेज, त्रिसूरद्वारा प्रदत्त होगी।)
‘डाक्टर ऑफ मेडिसीन (फार्माकोलोजी)’	एमडी (फार्माकोलोजी) (यह एक मान्यता प्राप्त मेडिकलअर्हता होगी जब यह केएमसीटी मेडिकल कालेज कोझीकोड, कालीकट में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेज, त्रिसूरद्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/119/2019-एमई-I/एफटीएस नं. 3206174]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 22nd April, 2019

S.O. 1609.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(I) against “Kerala University of Health Sciences, Thrissur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (Orthopaedics)”	MS (Orthopaedics) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at KMCT Medical College Kozhikode, Calicut on or after 2018).
“Doctor of Medicine (Pharmacology)”	MD (Pharmacology) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at KMCT Medical College Kozhikode, Calicut on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.

2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U.12012/119/2019-ME-I/FTS No.3206174]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 2 मई, 2019

का.आ. 1610.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
" डॉक्टर ऑफ मेडिसिन (कम्यूनिटी मेडिसिन)"	एमडी (कम्यूनिटी मेडिसिन)
	(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह टेरेना मेडिकल कॉलेज, नवी मुंबई में 2017 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/124/2019-एमई-1/एफटीएस नं. 3206186]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 2nd May, 2019

S.O. 1610.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(I) against "Maharashtra University of Health Sciences, Nashik", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
"Doctor of Medicine (Community Medicine)"	MD (Community Medicine)
	(This shall be a recognized medical qualification when granted by Maharashtra University of Health Sciences, Nashik in respect of students being trained at Terna Medical College, Navi Mumbai on or after 2017).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/124/2019-ME-I/FTS No. 3206186]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 2 मई, 2019

का. आ. 1611.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "सविता यूनिवर्सिटी (मानद), चैन्नई" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)

(3)

डॉक्टर आफ मेडिसीन (कम्प्यूनिटी मेडिसीन)

एम.डी. (कम्प्यूनिटी मेडिसीन)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सविता मेडिकल कालेज एंड होस्पिटल, कांचीपुरम में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में सविता यूनिवर्सिटी (मानद), चैन्नई द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/161/2019-एमई-I/एफटीएस नं. 3206883]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 2nd May, 2019

S.O. 1611.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against "Saveetha University (Deemed), Chennai", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Community Medicine)”	MD (Community Medicine) (This shall be a recognized medical qualification when granted by Saveetha University (Deemed), Chennai in respect of students being trained at Saveetha Medical College and Hospital, Kanchipuram, Tamilnadu on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U.12012/161/2019-ME-I/FTS No. 3206883]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 2 मई, 2019

का.आ. 1612.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेज, बंगलुरु” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
‘डाक्टर ऑफ मेडिसीन (फार्माकोलोजी)	एम.डी. (फार्माकोलोजी) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह सप्तगिरि इंस्टीट्यूट ऑफ मेडिकल साइंसेज एंड रिसर्च सेंटर, बंगलुरु में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेज, बंगलुरु द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/113/2019-एमई-I/एफटीएस नं. 3205199]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 2nd May, 2019

S.O. 1612.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Rajiv Gandhi University of Health Sciences, Bangalore”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Doctor of Medicine (Pharmacology)”

MD (Pharmacology)

(This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Sapthagiri Institute of Medical Sciences & Research Centre, Bangalore on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/113/2019-ME-I/FTS No. 3205199]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 2 मई, 2019

का. आ. 1613.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम (2) कहा गया है] “किंगजार्ज मेडिकल यूनिवर्सिटी, लखनऊ” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)

(3)

‘डाक्टर ऑफ मेडिसीन (रेडियो डायग्नोसिस)

एम.डी. (रेडियो डायग्नोसिस)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह डॉ. राममनोहर लोहिया इंस्टीट्यूट ऑफ मेडिकल साइंसेज, लखनऊ में 2017 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में किंगजार्ज मेडिकल यूनिवर्सिटी, लखनऊ द्वारा प्रदत्त होगी।)

‘मेजिस्टर चिरुरेगे (सर्जिकल ओंकोलोजी)

एम.सीएच (सर्जिकल ओंकोलोजी)

(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह डॉ. राममनोहर लोहिया इंस्टीट्यूट ऑफ मेडिकल साइंसेज, लखनऊ में 2018 को या

बाद में प्रशिक्षित किए गए छात्रों के संबंध में किंगजार्ज मेडिकल यूनिवर्सिटी, लखनऊ द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/78/2019-एमई-1/एफटीएस नं. 3203143]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 2nd May, 2019

S.O. 1613.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “King Georges Medical University, Lucknow”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Radiodiagnosis)”	MD (Radiodiagnosis) (This shall be a recognized medical qualification when granted by King Georges Medical University, Lucknow in respect of students being trained at Dr. Ram Manohar Lohia Institute of Medical Sciences, Lucknow on or after 2017).
“Magister Chirurgiae (Surgical Oncology)”	M.Ch (Surgical Oncology) (This shall be a recognized medical qualification when granted by King Georges Medical University, Lucknow in respect of students being trained at Dr. Ram Manohar Lohia Institute of Medical Sciences, Lucknow on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/78/2019-ME-I/FTS No. 3203143]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 2 मई, 2019

का.आ. 1614.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "डा. एनटीआर यूनिवर्सिटी ऑफ हेल्थ साइंसेज, विजयवाड़ा" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
मेजिस्टर चिरुरेगी, (न्यूरो सर्जरी)"	एम.सीएच(न्यूरो सर्जरी)
	(यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह रंगरय्या मेडिकल कालेज, काकीनाड़ा में 2017 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में डा. एनटीआर यूनिवर्सिटी ऑफ हेल्थ साइंसेज, विजयवाड़ा द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/161/2019-एमई-1/एफटीएस नं. 3206883]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 2nd May, 2019

S.O. 1614.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

D) against "Dr. NTR University of Health Sciences, Vijayawada", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

"Magister Chirurgiae (Neuro Surgery)"

M.Ch (Neuro Surgery)

(This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Rangaraya Medical College, Kakinada on or after 2017).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.

2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/161/2019-ME-I/FTS No. 3206883]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 29 जुलाई, 2019

का.आ. 1615.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
" डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)"	एमडी (जनरल मेडिसिन) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह श्रीमती काशीबाई नावले मेडिकल कॉलेज एंड जनरल हॉस्पिटल, पुणे, महाराष्ट्र में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक द्वारा प्रदत्त होगी।)
" डॉक्टर ऑफ मेडिसिन (मनश्चिकित्सा)"	एमडी (मनश्चिकित्सा) (यह एक मान्यता प्राप्त मेडिकल अर्हता होगी जब यह श्रीमती काशीबाई नावले मेडिकल कॉलेज एंड जनरल हॉस्पिटल, पुणे, महाराष्ट्र में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में महाराष्ट्र यूनिवर्सिटी ऑफ हेल्थ साइंसेज, नासिक द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/47/2019-एमई-I/एफटीएस नं. 3200517]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 29th July, 2019

S.O. 1615.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

D) against “Maharashtra University of Health Sciences, Nashik”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Doctor of Medicine (General Medicine)”

MD (General Medicine)

(This shall be a recognized medical qualification when granted by Maharashtra University of Health Sciences, Nashik in respect of students being trained at Smt. Kashibai Navale Medical College and General Hospital, Pune, Maharashtra on or after 2018).

“Doctor of Medicine (Psychiatry)”

MD (Psychiatry)

(This shall be a recognized medical qualification when granted by Maharashtra University of Health Sciences, Nashik in respect of students being trained at Smt. Kashibai Navale Medical College and General Hospital, Pune, Maharashtra on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[No. U-12012/47/2019-ME-I/FTS No. 3200517]

P. K. BANDYOPADHYAY, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 23 अगस्त, 2019

का.आ. 1616.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप धारा (1) के अधीन जारी की गई, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 2024 तारीख 28.08.2017 एवं 1038 तारीख 03.07.2018 जिसका प्रकाशन भारत के राजपत्र संख्या 35 एवं 26, भाग-II, खण्ड 3, उप-खण्ड (ii) तारीख 02.09.2017 एवं 07.07.2018 में किया गया है। इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट ओडिशा राज्य के तहसील : **आसिका, शेरगढ़, बुगुडा, हिंजिलिकादु, जगन्नाथप्रसाद, पात्रपुर, पोलसरा, कुकुडाखण्डी** जिला: **गंजाम** की भूमि में, ओडिशा राज्य में पारादीप से तेलंगाना राज्य में हैदराबाद तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा क्रियान्वित किए जा रहे "पारादीप-हैदराबाद पाइपलाइन परियोजना" के संबंध में पाइपलाइन बिछाने के प्रयोजन के लिये उपयोग के अधिकार का अर्जन करने के लिये अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को उपलब्ध करा दी गई थीं। और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी नें केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतःअब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद् द्वारा घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के उपयोग का अधिकार अर्जित किया जाए; और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

जिला- गंजाम				राज्य - ओडिशा		
क्र. सं.	तहसील	गाँव का नाम	प्लॉट नं.	क्षेत्रफल		
				हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7
1	आसिका	कुम्भारी	3459	00	00	50
			3463	00	03	22
			3469	00	05	63
			3470	00	02	01
			3474	00	02	21
			3472	00	00	93
			3473	00	02	25
			3880	00	00	35
			3879	00	05	26
			3881	00	01	19
			3882	00	04	99
			3876	00	05	51
2	आसिका	भेंकटराइपली	130	00	04	37
			153	00	01	77
			154	00	01	07
			152	00	02	69
			150	00	01	30
			151	00	01	20
			149	00	02	30
			148	00	01	71
			147	00	00	10
			376	00	00	10
3	शेरगढ़	पुनान्द	881	00	04	45

जिला- गंजाम				राज्य - ओड़िशा		
क्र. सं.	तहसील	गाँव का नाम	प्लॉट नं.	क्षेत्रफल		
				हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7
			882	00	03	07
			1242	00	00	10
			657	00	00	74
			47	00	10	44
			72	00	24	69
			70	00	00	67
			640	00	00	10
			651	00	03	08
			650	00	00	74
			861	00	03	30
			860	00	03	33
			865	00	00	18
			879	00	04	99
4	शेरगढ़	किर्तिपुर	1245	00	05	39
			1240	00	03	23
			1244	00	05	29
			1241	00	02	37
			1242	00	07	43
			1238	00	00	25
			1237	00	06	31
			1236	00	07	01
			1231	00	01	13
			1220	00	04	97
			1222	00	05	93
			1223	00	05	40
			1224	00	04	32
			1071	00	06	48
			1207	00	08	73
			1205	00	18	44
			1155	00	28	44
			1153	00	05	76
5	बुगुड़ा	विरंचिपुर	422	00	00	19
			3118	00	00	19

जिला- गंजाम				राज्य - ओडिशा		
क्र. सं.	तहसील	गाँव का नाम	प्लॉट नं.	क्षेत्रफल		
				हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7
			3119	00	03	47
			3127	00	01	77
			3124	00	00	50
			3121	00	01	14
			3122	00	01	02
			3123	00	00	33
			3113	00	09	01
			3112	00	00	83
			3102	00	00	88
			3103	00	04	20
			11875	00	04	04
			3104	00	05	15
			1060	00	02	75
			1061	00	01	85
6	बुगुडा	नगुडु	2407	00	00	90
7	हिंजिलिकाटु	पोचिलिमा	1694	00	00	14
8	हिंजिलिकाटु	मकरझोल	4458	00	03	99
			4948	00	01	23
			6384	00	02	45
9	जगन्नाथप्रसाद	चढेयापल्ली	2660	00	03	02
			7261	00	02	74
10	पात्रपुर	सरधापुर	1294	00	02	34
11	पोलसरा	केन्दुबाडि	7290	00	01	10
			7295	00	00	26
12	कुकुडाखण्डी	महुघराहिल	98	00	06	40
			99	00	12	67
13	कुकुडाखण्डी	भगवानपुर	590	00	00	40

[फा. सं. आर-11025(11)236/2017-ओआर-I/ई-13717]

पी. सोमाकुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 23rd August, 2019

S. O. 1616.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India Nos. 35 and 26 Part-II, Section 3, Sub-section (ii) dated 02.09.2017 and 07.07.2018 vide S.O.Number - 2024 dated 28.08.2017 and 1038 dated 03.07.2018 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intension to acquire the right of user in the land situated in **Tehsils- Aska, Sheragada, Buguda, Hinjilikatu, Jagannathprasad, Patrapur, Polasara, Kukudakhandi, District-Ganjam** in Odisha State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Paradip in the State of Odisha to Hyderabad in the State of Telengana by the Indian Oil Corporation Limited for implementing the “Paradip-Hyderabad Pipeline Project”.

And whereas the copies of the Gazette were made available to the public. And whereas the Competent Authority has under Sub-section (1) of section 6 of the said Act, has submitted his report of Central Government;

And whereas, the Central Government after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of the user therein;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user of the said land for laying the pipeline shall, instead of vesting in the Central Government, vests on the date of publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

District- GANJAM				State- ODISHA		
Sl. No.	Tehsil	Village	Plot No.	Area		
				Hectare	Are	Sq. Mtr
1	2	3	4	5	6	7
1	ASKA	KUMBHARI	3459	00	00	50
			3463	00	03	22
			3469	00	05	63
			3470	00	02	01
			3474	00	02	21
			3472	00	00	93
			3473	00	02	25
			3880	00	00	35
			3879	00	05	26
			3881	00	01	19
			3882	00	04	99
			3876	00	05	51
2	ASKA	VENKATARAIPALLI	130	00	04	37
			153	00	01	77
			154	00	01	07
			152	00	02	69
			150	00	01	30
			151	00	01	20
			149	00	02	30
			148	00	01	71
			147	00	00	10
			376	00	00	10
3	SHERAGADA	PUNANDA	881	00	04	45
			882	00	03	07
			1242	00	00	10
			657	00	00	74

District- GANJAM				State- ODISHA		
Sl. No.	Tehsil	Village	Plot No.	Area		
				Hectare	Are	Sq. Mtr
1	2	3	4	5	6	7
			47	00	10	44
			72	00	24	69
			70	00	00	67
			640	00	00	10
			651	00	03	08
			650	00	00	74
			861	00	03	30
			860	00	03	33
			865	00	00	18
			879	00	04	99
4	SHERAGADA	KIRTIPUR	1245	00	05	39
			1240	00	03	23
			1244	00	05	29
			1241	00	02	37
			1242	00	07	43
			1238	00	00	25
			1237	00	06	31
			1236	00	07	01
			1231	00	01	13
			1220	00	04	97
			1222	00	05	93
			1223	00	05	40
			1224	00	04	32
			1071	00	06	48
			1207	00	08	73
			1205	00	18	44
			1155	00	28	44
			1153	00	05	76
5	BUGUDA	BIRANCHIPUR	422	00	00	19
			3118	00	00	19
			3119	00	03	47
			3127	00	01	77
			3124	00	00	50
			3121	00	01	14
			3122	00	01	02
			3123	00	00	33
			3113	00	09	01
			3112	00	00	83
			3102	00	00	88
			3103	00	04	20
			11875	00	04	04
			3104	00	05	15
			1060	00	02	75
			1061	00	01	85
6	BUGUDA	NAGUDU	2407	00	00	90
7	HINJILIKATU	POCHILIMA	1694	00	00	14
8	HINJILIKATU	MAKARAJHOL	4458	00	03	99
			4948	00	01	23
			6384	00	02	45
9	JAGANNATHPRASAD	CHAEDHEIAPALLI	2660	00	03	02
			7261	00	02	74
10	PATRAPUR	SARADHAPUR	1294	00	02	34
11	POLASARA	KENDUBADI	7290	00	01	10

District- GANJAM				State- ODISHA		
Sl. No.	Tehsil	Village	Plot No.	Area		
				Hectare	Are	Sq. Mtr
1	2	3	4	5	6	7
			7295	00	00	26
12	KUKUDAKHANDI	MAHUGHARA HILL	98	00	06	40
			99	00	12	67
13	KUKUDAKHANDI	BHAGABANPUR	590	00	00	40

[F. No. R-11025(11)236/2017-OR-I/E-13717]

P. SOMAKUMAR, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का. आ. 1617.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 के उप-धारा (1) के अधीन जारी कि गई, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय कि नीचे दी गई अनुसूची में यथा उल्लेखित तारीखों की अधिसूचना संख्या का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ।

और केन्द्रीय सरकार, उक्त अधिनियम कि धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त कि भूमि में जो सभी बिल्लिंगमों से मुक्त हैं, उपयोग का अधिसूचनाओं से संलग्न का अधिकार, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में, निहित किया था।

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को यह रिपोर्ट दी है कि पारादीप –रायपुर– राँची पाइपलाइन परियोजना का पेट्रोलियम उत्पादों के परिवहन के लिए ओडीशा राज्य स्थित जिला सम्बलपुर के तहसील सम्बलपुर, मानेश्वर, रेंगाली, जुजोमुरा, रेढ़ाखोल और बामरा, जिला बरगड़ के तहसील अताबिरा, बरगड़ और सोहेला, जिला झारसुगुड़ा के तहसील कोलाबिरा, झारसुगुड़ा और किरमिरा, जिला सुंदरगढ़ के तहसील सुंदरगढ़, बडगाँव, राजगांगपुर, पानपोश (कुआँरमुण्डा) और बिरमित्रपुर में इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जा चुकी है । अतः उस भूमि में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न में विनिर्दिष्ट किया जाता है।

अतः अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण – 1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लेखित तारीख की प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

अनुसूची

क्र. सं.	का.आ.सं. एवं दिनांक	गाँव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1	323 (अ) दिनांक 11.02.2011	नं. 01 सम्बलपुर टाउन, यूनिट— 1, भतरा	सम्बलपुर	सम्बलपुर	उड़ीसा	27-02-2018
	323 (अ) दिनांक 11.02.2011	नं. 02 सम्बलपुर टाउन, यूनिट— 2, धनुपालि	सम्बलपुर	सम्बलपुर	उड़ीसा	27-02-2018
	323 (अ) दिनांक 11.02.2011	नं. 03 महानदी 'ख'	सम्बलपुर	सम्बलपुर	उड़ीसा	27-02-2018
	323 (अ) दिनांक 11.02.2011	नं. 04 झारापालि	सम्बलपुर	सम्बलपुर	उड़ीसा	27-02-2018
	323 (अ) दिनांक 11.02.2011	नं. 05 चौँरपुर	सम्बलपुर	सम्बलपुर	उड़ीसा	27-02-2018
	323 (अ) दिनांक 11.02.2011	नं. 06 बड़सिंहारि	सम्बलपुर	सम्बलपुर	उड़ीसा	27-02-2018
	323 (अ) दिनांक 11.02.2011	नं. 07 बसन्तपुर	सम्बलपुर	सम्बलपुर	उड़ीसा	27-02-2018
	323 (अ) दिनांक 11.02.2011	नं. 08 कलामाटि	सम्बलपुर	सम्बलपुर	उड़ीसा	27-02-2018
2	700(अ) दिनांक 07.04.2011	नं. 01 हालिपालि	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 02 कण्टाइपालि	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 03 गुलुण्डिपालि	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 04 मानेश्वर	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018

क्र. सं.	का.आ.सं. एवं दिनांक	गाँव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
	700(अ) दिनांक 07.04.2011	नं. 05 गुलुण्डा	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 06 नक्सपापालि	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 07 खइरापालि	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 08 सिन्दुरपंक	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 09 दण्डाईपालि	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 10 कुदोपालि	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 11 ठेमेरा	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 12 गुडेसिंहा	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 13 खुलिया	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 14 तबला	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 15 परमाणपुर	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 16 खण्डुआल	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
	700(अ) दिनांक 07.04.2011	नं. 17 मठपालि	मानेश्वर	सम्बलपुर	उड़ीसा	27-02-2018
3	701(अ) दिनांक 07.04.2011	नं. 01 बारडुंगुरि	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 02 कुसुमडिहि	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 03 गुमलोए	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 04 झांकरपालि	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 05 ठुरुपालि	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 06 लाउमाल	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 07 बासुपालि	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 08 रुणिमहुल	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 09 किराबंध	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 10 लोहाखंडि	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 11 किनलोए	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
	701(अ) दिनांक 07.04.2011	नं. 12 लांगबाहाल	रेंगाली	सम्बलपुर	उड़ीसा	27-02-2018
4	1332(अ) दिनांक 08.06.2011	नं. 01 बडमाल	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 02 घोडाडिह	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 03 अन्धारि	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 04 लांगबाहाल	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 05 लिपिण्डा	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 06 नारंगिपालि	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 07 जुजोमुरा	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 08 कंसर	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 09 गडगडबाहाल	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 10 भिमखोज	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 11 नूआमहुलपालि	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 12 हातीबारि	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 13 मुण्डेर	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 14 भवानिपालि	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 15 झांकरपालि	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
	1332 (अ) दिनांक 08.06.2011	नं. 16 गम्बारपंक	जुजोमुरा	सम्बलपुर	उड़ीसा	27-02-2018
5	1263(अ) दिनांक 01.06.2011	नं. 01 झिंकिदादर	रेढाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं. 02 खजुरिझरण	रेढाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं. 03 कुलहमलिया	रेढाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं. 04 बडकुडा	रेढाखोल	सम्बलपुर	उड़ीसा	27-02-2018

क्र. सं.	का.आ.सं. एवं दिनांक	गाँव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
	1263(अ) दिनांक 01.06.2011	नं.05 नारायणपुर	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.06 खण्डहता	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.07 तिलेइमाल	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.08 बडबाहाल	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.09 झरामुण्डा	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.10 केलाकटा	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.11 केन्दुकटा	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.12 पुरुणागड	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.13 कुहि	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.14 पोडाबलण्डा	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.15 बडमाल	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.16 बारबांक	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.17 हेलाइ	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.18 मूषाकटा	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.19 बाउंशजाल	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.20 एरण्डिबाहाल	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.21 केउाटबाहाल	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.22 मुगपाल	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.23 कुलिहआ बाहाल	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.24 आम्बदर	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.25 मुचिबाहाल	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
	1263(अ) दिनांक 01.06.2011	नं.26 सत्यानन्दपालि	रेढ़ाखोल	सम्बलपुर	उड़ीसा	27-02-2018
		ओरफ गएलचरा				
6	959 (अ) दिनांक 02.05.2011	नं.01 गोविन्दपुर टाउन, यूनिट-1, गोविन्दपुर	बामरा	सम्बलपुर	उड़ीसा	27-02-2018
	959 (अ) दिनांक 02.05.2011	नं.02 गुर्ला	बामरा	सम्बलपुर	उड़ीसा	27-02-2018
	959 (अ) दिनांक 02.05.2011	नं.03 बम्फेई	बामरा	सम्बलपुर	उड़ीसा	27-02-2018
	959 (अ) दिनांक 02.05.2011	नं.04 घुमुडुमाल	बामरा	सम्बलपुर	उड़ीसा	27-02-2018
7	253 (अ) दिनांक 07.02.2011	नं.01 कुमेलसिंहा	अताबिरा	बरगढ़	उड़ीसा	27-02-2018
	253 (अ) दिनांक 07.02.2011	नं.02 महखण्ड	अताबिरा	बरगढ़	उड़ीसा	21-09-2017
	253 (अ) दिनांक 07.02.2011	नं.03 दुलमपुर	अताबिरा	बरगढ़	उड़ीसा	27-02-2018
	253 (अ) दिनांक 07.02.2011	नं.04 कुजापालि	अताबिरा	बरगढ़	उड़ीसा	21-09-2017
	253 (अ) दिनांक 07.02.2011	नं.05 गोडभगा	अताबिरा	बरगढ़	उड़ीसा	21-09-2017
	253 (अ) दिनांक 07.02.2011	नं.06 चकुलि	अताबिरा	बरगढ़	उड़ीसा	21-09-2017
	253 (अ) दिनांक 07.02.2011	नं.07 सरन्डा	अताबिरा	बरगढ़	उड़ीसा	21-09-2017
	253 (अ) दिनांक 07.02.2011	नं.08 अताबिरा	अताबिरा	बरगढ़	उड़ीसा	27-02-2018
	253 (अ) दिनांक 07.02.2011	नं.09 भुईपुरा	अताबिरा	बरगढ़	उड़ीसा	21-09-2017
	253 (अ) दिनांक 07.02.2011	नं.10 लादरपालि	अताबिरा	बरगढ़	उड़ीसा	21-09-2017
	253 (अ) दिनांक 07.02.2011	नं.11 जह्वापडा	अताबिरा	बरगढ़	उड़ीसा	27-02-2018
8	321(अ) दिनांक 11.02.2011	नं.01 कलापाणि	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.02 बराहगोडा	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.03 आम्बसडा	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.04 तोरा	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.05 रुन्गणिआ	बरगड़	बरगड़	उड़ीसा	21-09-2017

क्र. सं.	का.आ.सं. एवं दिनांक	गाँव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
	321(अ) दिनांक 11.02.2011	नं.06 सरसरा	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.07 गुडेरसिरा	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.08 निलेसर	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.09 पथर्ला	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.10 चकरकेन्द	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.11 ज्ञान्करपालि	बरगड़	बरगड़	उड़ीसा	21-09-2017
	321(अ) दिनांक 11.02.2011	नं.12 केन्दपालि	बरगड़	बरगड़	उड़ीसा	21-09-2017
9	385(अ)दिनांक 16.02.2011	नं.01 बिसिपालि	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.02 नअगाँ	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.03 डुम्बरपालि	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.04 कनगाँ	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.05 गर्भणा	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.06 बादिपालि	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.07 पिपलिपालि	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.08 बुडामाल	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.09 केन्दमुन्डि	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.10 सोहेला	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.11 डुमेरपालि	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.12 बिरिपालि	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.13 अरजुण्डा	सोहेला	बरगड़	उड़ीसा	28-02-2017
	385(अ)दिनांक 16.02.2011	नं.14 पन्डकिपालि	सोहेला	बरगड़	उड़ीसा	28-02-2017
10	655(अ) दिनांक 30.03.2011	नं.01 सोडामाल	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.02 समासिंधा	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.03 तरेकेला	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.04 सालहेपालि	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.05 डण्डाबुडा	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.06 पतरापालि	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.07 परमानपुर	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.08 खुनापालि	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.09 जाममाल	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.10 रेन्गालिपालि	कोलाबिरा	झारसुगुडा	उड़ीसा	31-08-2017
	655 (अ) दिनांक 30.03.2011	नं.11 केलेण्डामाल	कोलाबिरा	झारसुगुडा	उड़ीसा	27-02-2017
11	704 (अ) दिनांक 07.04.2011	नं.07 झारसुगुडा टाउन यूनिट नं 8 मालिमुण्डा	झारसुगुडा	झारसुगुडा	उड़ीसा	21-09-2017
12	834 (अ) दिनांक 27.04.2011	नं.01 सिआलरमा	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.02 सारसपालि	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.03 धुतुरा	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.04 अर्डा	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.05 कादोबाहाल	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.06 बरटिकरा	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.07 भोइडिहि	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.08 सारसमाल	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.09 तेलिडिहि	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.10 झारमुण्डा	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018
	834 (अ) दिनांक 27.04.2011	नं.11 हण्डातुपा	किरमिरा	झारसुगुडा	उड़ीसा	27-02-2018

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1	2	3	4	5	6	7
13	836 (अ) दिनांक 27.04.2011	नं.01 लेडिमन्ना	सुंदरगढ़	सुंदरगढ़	उड़ीसा	27-02-2018
	836 (अ) दिनांक 27.04.2011	नं.02 सुआँमाल	सुंदरगढ़	सुंदरगढ़	उड़ीसा	27-02-2018
	836 (अ) दिनांक 27.04.2011	नं.03 बुदेलकानी	सुंदरगढ़	सुंदरगढ़	उड़ीसा	27-02-2018
	836 (अ) दिनांक 27.04.2011	नं.04 खेरिआकानी	सुंदरगढ़	सुंदरगढ़	उड़ीसा	27-02-2018
	836 (अ) दिनांक 27.04.2011	नं.05 धरुआडिहि	सुंदरगढ़	सुंदरगढ़	उड़ीसा	27-02-2018
	836 (अ) दिनांक 27.04.2011	नं.06 फिरिन्नाबाहाल	सुंदरगढ़	सुंदरगढ़	उड़ीसा	27-02-2018
	836 (अ) दिनांक 27.04.2011	नं.07 कुलटा	सुंदरगढ़	सुंदरगढ़	उड़ीसा	27-02-2018
	836 (अ) दिनांक 27.04.2011	नं.08 कापुटिकिरा	सुंदरगढ़	सुंदरगढ़	उड़ीसा	27-02-2018
14	1021 (अ) दिनांक 10.05.2011	नं.01 कुरेइबगा	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
	1021 (अ) दिनांक 10.05.2011	नं.02 छामुण्डा	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
	1021 (अ) दिनांक 10.05.2011	नं.03 सालेपालि	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
	1021 (अ) दिनांक 10.05.2011	नं.04 फुलबारि	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
	1021 (अ) दिनांक 10.05.2011	नं.05 बिरसु	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
	1021 (अ) दिनांक 10.05.2011	नं.06 दुरीपोष	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
	1021 (अ) दिनांक 10.05.2011	नं.07 बुदना	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
	1021 (अ) दिनांक 10.05.2011	नं.08 बाउंसेन	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
	1021 (अ) दिनांक 10.05.2011	नं.09 चाबिरि	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
	1021 (अ) दिनांक 10.05.2011	नं.10 महुपरा	बडगाँ	सुंदरगढ़	उड़ीसा	27-02-2018
15	2103 (अ) दिनांक 08.07.2011	नं.01 राजबसा	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
16	1579 (अ) दिनांक 08.07.2011	नं.02 बुडाकटा	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.03 नकटिसान	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.04 तेलिघणा	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.05 कुत्रा	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.06 लिटिबेडा	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.07 कटंग	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.08 रुमाबाहाल	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.09 डुडुकाबाहाल	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.10 तिलेइमाल	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.11 केसरामाल	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.12 झागरपुर	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.13 राइबेर्णा	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
	1579 (अ) दिनांक 08.07.2011	नं.14 लाइंग	राजगांगपुर	सुंदरगढ़	उड़ीसा	27-02-2018
17	958 (अ) दिनांक 02.05.2011	नं.01 मन्दारिया	पानपोष (कुआँरमुण्डा)	सुंदरगढ़	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.02 खेरापोष	पानपोष (कुआँरमुण्डा)	सुंदरगढ़	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.03 उषुरा	पानपोष (कुआँरमुण्डा)	सुंदरगढ़	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.04 डुमेरजोर	पानपोष (कुआँरमुण्डा)	सुंदरगढ़	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.05 जगदिशपुर	पानपोष (कुआँरमुण्डा)	सुंदरगढ़	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.06 चान्चेपोष	पानपोष (कुआँरमुण्डा)	सुंदरगढ़	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.07 लांजिबेर्णा	पानपोष	सुंदरगढ़	उड़ीसा	27-02-2018

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1	2	3	4	5	6	7
			(कुआँरमुण्डा)			
	958 (अ) दिनांक 02.05.2011	नं.08 कुआँरमुण्डा	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.09 सरण्डापोष	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.10 सरण्डामाल	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.11 तेलिपोष	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.12 दुमकिसिहिरिया	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.13 कालोसिहिरिया	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.14 पुटुरीखमण	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.15 सुखाबन्ध	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.16 लालबिरगाँ	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
	958 (अ) दिनांक 02.05.2011	नं.17 कुदाबेडा	पानपोष (कुआँरमुण्डा)	सुंदरगड	उड़ीसा	27-02-2018
18	837(अ) दिनांक 27.04.2011	नं.01 जलंगबीरा	बिरमित्रपुर	सुंदरगड	उड़ीसा	27-02-2018
	837 (अ) दिनांक 27.04.2011	नं.02 करडेगा	बिरमित्रपुर	सुंदरगड	उड़ीसा	27-02-2018
	837 (अ) दिनांक 27.04.2011	नं.03 बनकुबा	बिरमित्रपुर	सुंदरगड	उड़ीसा	27-02-2018
19	199 दिनांक 3 0.01.2018	नं.01 बुडाकटा	राजगांगपुर	सुंदरगड	ओडिशा	27-02-2018
	199 दिनांक 30.01.2018	नं.03 नकटिसान	राजगांगपुर	सुंदरगड	ओडिशा	27-02-2018
	199 दिनांक 30.01.2018	नं.04 तेलिघणा	राजगांगपुर	सुंदरगड	ओडिशा	27-02-2018
	199 दिनांक 30.01.2018	नं.05 कुत्रा	राजगांगपुर	सुंदरगड	ओडिशा	27-02-2018
	199 दिनांक 30.01.2018	नं.06 कंटग	राजगांगपुर	सुंदरगड	ओडिशा	27-02-2018
	199 दिनांक 30.01.2018	नं.07 केसरमाल	राजगांगपुर	सुंदरगड	ओडिशा	27-02-2018
	199 दिनांक 30.01.2018	नं.08 राइबेर्णा	राजगांगपुर	सुंदरगड	ओडिशा	27-02-2018
	199 दिनांक 30.01.2018	नं.09 लाइंग	राजगांगपुर	सुंदरगड	ओडिशा	27-02-2018
20	200दिनांक 30.01.2018	नं.01 गुलुण्डा	मानेश्वर	सम्बलपुर	ओडिशा	27-02-2018
	200 दिनांक 30.01.2018	नं.02 नक्सापालि	मानेश्वर	सम्बलपुर	ओडिशा	27-02-2018
	200 दिनांक 30.01.2018	नं.03ठेमेरा	मानेश्वर	सम्बलपुर	ओडिशा	27-02-2018
	200 दिनांक 30.01.2018	नं.04कुदोपालि	मानेश्वर	सम्बलपुर	ओडिशा	27-02-2018
	200 दिनांक 30.01.2018	नं.05गुडेसिंहा	मानेश्वर	सम्बलपुर	ओडिशा	27-02-2018
	200 दिनांक 30.01.2018	नं.06 हालिपालि	मानेश्वर	सम्बलपुर	ओडिशा	27-02-2018
	200 दिनांक 30.01.2018	नं.07परमाणपुर	मानेश्वर	सम्बलपुर	ओडिशा	27-02-2018
21	201दिनांक 30.01.2018	नं.01 कुरेइबगा	बडगाँ	सुंदरगड	ओडिशा	27-02-2018
	201 दिनांक 30.01.2018	नं.02 छामुण्डा	बडगाँ	सुंदरगड	ओडिशा	27-02-2018
	201 दिनांक 30.01.2018	नं.03 बुदुना	बडगाँ	सुंदरगड	ओडिशा	27-02-2018
	201 दिनांक 30.01.2018	नं.04 चाबिरि	बडगाँ	सुंदरगड	ओडिशा	27-02-2018

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1	2	3	4	5	6	7
22	202दिनांक 30.01.2018	नं.01 केलेण्डामाल	कोलाबिरा	झारसुगुडा	ओडिशा	27-02-2018
23	203दिनांक 30.01.2018	नं.01 उषुरा	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.02 डुमेरजोर	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.03 लांजिबेर्णा	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.04 सरण्डापोध	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.05 सरण्डामाल	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.06 कुऑरमुण्डा	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.07 तेलिपोष	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.08 पुटुरीखमण	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.09 सुखाबन्ध	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.10 लालबिरगां	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
	203 दिनांक 30.01.2018	नं.11 कुदाबेडा	पानपोष (कुऑरमुण्डा)	सुंदरगड	ओडिशा	27-02-2018
24	204दिनांक 30.01.2018	नं.01 धुतुरा	किरमिरा	झारसुगुडा	ओडिशा	27-02-2018
	204 दिनांक 30.01.2018	नं.02 अर्डा	किरमिरा	झारसुगुडा	ओडिशा	27-02-2018
	204 दिनांक 30.01.2018	नं.03 कादोबाहाल	किरमिरा	झारसुगुडा	ओडिशा	27-02-2018
25	205दिनांक 30.01.2018	नं.01 कुलटा	सुंदरगड	सुंदरगड	ओडिशा	27-02-2018
26	206दिनांक 30.01.2018	नं.01 जलंगबीरा	बिरमित्रपुर	सुंदरगड	ओडिशा	27-02-2018
	206 दिनांक 30.01.2018	नं.02 करडेगा	बिरमित्रपुर	सुंदरगड	ओडिशा	27-02-2018
	206 दिनांक 30.01.2018	नं.03 बनकुबा	बिरमित्रपुर	सुंदरगड	ओडिशा	27-02-2018
27	207 दिनांक 30.01.2018	नं.01 बम्फेई	बामरा	सम्बलपुर	ओडिशा	27-02-2018
28	208 दिनांक 30.01.2018	नं.01 नारंगिपालि	जुजोमुरा	सम्बलपुर	ओडिशा	27-02-2018
	208 दिनांक 30.01.2018	नं.02 भिमखोज	जुजोमुरा	सम्बलपुर	ओडिशा	27-02-2018
	208 दिनांक 30.01.2018	नं.03 नुआमहुलपालि	जुजोमुरा	सम्बलपुर	ओडिशा	27-02-2018
	208 दिनांक 30.01.2018	नं.04 मुण्ढेर	जुजोमुरा	सम्बलपुर	ओडिशा	27-02-2018
	208 दिनांक 30.01.2018	नं.05 झांकरपालि	जुजोमुरा	सम्बलपुर	ओडिशा	27-02-2018
29	209 दिनांक 30.01.2018	नं.01 कुलहमलिया	रेढाखोल	सम्बलपुर	ओडिशा	27-02-2018
	209 दिनांक 30.01.2018	नं.02 नारायणपुर	रेढाखोल	सम्बलपुर	ओडिशा	27-02-2018
	209 दिनांक 30.01.2018	नं.03 केलाकटा	रेढाखोल	सम्बलपुर	ओडिशा	27-02-2018
	209 दिनांक 30.01.2018	नं.04 कुहि	रेढाखोल	सम्बलपुर	ओडिशा	27-02-2018
	209 दिनांक 30.01.2018	नं.05 पोडाबलण्डा	रेढाखोल	सम्बलपुर	ओडिशा	27-02-2018
	209 दिनांक 30.01.2018	नं.06 बडमाल	रेढाखोल	सम्बलपुर	ओडिशा	27-02-2018
	209 दिनांक 30.01.2018	नं.07 बारबांक	रेढाखोल	सम्बलपुर	ओडिशा	27-02-2018

क्र. सं.	का.आ.सं. एवं दिनांक	गाँव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
	209 दिनांक 30.01.2018	नं.08 हेलाइ	रेढ़ाखोल	सम्बलपुर	ओडिशा	27-02-2018
	209 दिनांक 30.01.2018	नं.09 बाउंशजाल	रेढ़ाखोल	सम्बलपुर	ओडिशा	27-02-2018
30	210 दिनांक 30.01.2018	नं.01 झरापालि	सम्बलपुर	सम्बलपुर	ओडिशा	27-02-2018
	210 दिनांक 30.01.2018	नं.02 चौरपुर	सम्बलपुर	सम्बलपुर	ओडिशा	27-02-2018
	210 दिनांक 30.01.2018	नं.03 बड़सिंहारि	सम्बलपुर	सम्बलपुर	ओडिशा	27-02-2018
	210 दिनांक 30.01.2018	नं.04 बसन्तपुर	सम्बलपुर	सम्बलपुर	ओडिशा	27-02-2018

[फा. सं. आर-11025(11)4/2018-ओआर-1/ई-22376]

पी. सोमाकुमार, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1617.—And whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. Number and dated as mentioned in the schedule below issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the land, specified in the Schedule appended to those notification.

And whereas, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government here by vested the right of user in said land, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas, the Competent Authority has made a report to the Central Government that the laying of pipeline for the purpose of transportation, of petroleum products under Paradip-Raipur-Ranchi Pipeline Project completed in the State of Odisha, Tehsils Sambalpur, Maneswar, Rengali, Jujomura, Rairakhol and Bamra of Sambalpur district, Tehsil Attabira, Baragrh and Sohela of Baragrh district, Tehsil Kolabira, Jharsuguda and Kirmira of Jharsuguda district, Tehsil Sundargarh, Bargaon, Rajgangpur, Panposh (Kuarmunda) and Birmiritapur of Sundargarh district, therefore operation in ROW (Right of Way) land has been closed and description of which in brief is specified in the Schedule annexed to notification;

Now therefore, as required under explanation – 1 of rule 4 the Petroleum and Minerals Pipelines (Acquired of Right of User in Land) rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said Schedule as the dates of termination of operation.

SCHEDULE

Sr. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Closing date
1	2	3	4	5	6	7
1	323(E) Date 11.02.2011	No. 01 Sambalpur Town, Unit- 1, Bhatra	Sambalpur	Sambalpur	Orissa	27-02-2018
	323(E) Date 11.02.2011	No. 02 Sambalpur Town, Unit-2, Dhanupali	Sambalpur	Sambalpur	Orissa	27-02-2018
	323(E) Date 11.02.2011	No. 03 Mahanadhi 'KHA'	Sambalpur	Sambalpur	Orissa	27-02-2018
	323(E) Date 11.02.2011	No. 04 Jharapali	Sambalpur	Sambalpur	Orissa	27-02-2018
	323(E) Date 11.02.2011	No. 05 Chaunrpur	Sambalpur	Sambalpur	Orissa	27-02-2018
	323(E) Date 11.02.2011	No. 06Badsinghari	Sambalpur	Sambalpur	Orissa	27-02-2018
	323(E) Date 11.02.2011	No. 07Basantpur	Sambalpur	Sambalpur	Orissa	27-02-2018
	323(E) Date 11.02.2011	No. 08Kalamati	Sambalpur	Sambalpur	Orissa	27-02-2018
2	700(E) Date 07.04.2011	No. 01 Halipali	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No.02 Kantaipali	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 03 Gulundipali	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 04 Maneswar	Maneswar	Sambalpur	Orissa	27-02-2018

Sr. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Closing date
1	2	3	4	5	6	7
3	700(E) Date 07.04.2011	No. 05 Gulunda	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 06 Naxapali	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 07Khairapali	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 08Sindurpank	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 09Dandaipali	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 10Kudopali	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 11Themara	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 12 Gudesingha	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 13 Khulia	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 14 Tabla	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 15 Parmanpur	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 16 Khandual	Maneswar	Sambalpur	Orissa	27-02-2018
	700(E) Date 07.04.2011	No. 17Mathpali	Maneswar	Sambalpur	Orissa	27-02-2018
	701(E)Date 07.04.2011	No. 01 Baradunguri	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 02 Kusumdihi	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 03 Gumloi	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 04 Jhankarpali	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 05 Thurupali	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 06Laumal	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 07Basupali	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 08Runimahul	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 09Kirabandh	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 10Lohakhandi	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 11Kinaloi	Rengali	Sambalpur	Orissa	27-02-2018
	701(E) Date 07.04.2011	No. 12Langbahal	Rengali	Sambalpur	Orissa	27-02-2018
4	1332(E) Date 08.06.2011	No. 01Badamal	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 02Ghodadiha	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 03Andhari	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 04 Langbahal	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 05Lipinda	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 06Narangipali	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 07Jujomura	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 08Kansor	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 09 Gargarbahal	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 10Bhimkhoj	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 11 Nuamahulpali	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 12Hatibari	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 13Mundher	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 14Bhabanipali	Jujomura	Sambalpur	Orissa	27-02-2018
5	1332(E) Date 08.06.2011	No. 15 Jhankarpali	Jujomura	Sambalpur	Orissa	27-02-2018
	1332(E) Date 08.06.2011	No. 16Gambarpank	Jujomura	Sambalpur	Orissa	27-02-2018
	1263(E)Date 01.06.2011	No. 01Jhinkidadar	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 02Khajurijharan	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 03Kulhamalia	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 04Barakura	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 05Narayanpur	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 06Khandahata	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 07Tileimal	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 08 Badabahal	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 09Jharamunda	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 10Kelakata	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 11Kendukata	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 12Purunagara	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 13Kuhi	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 14Podabalanda	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 15Badamal	Rairakhhol	Sambalpur	Orissa	27-02-2018

Sr. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Closing date
1	2	3	4	5	6	7
	1263(E) Date 01.06.2011	No. 16Barabank	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 17Helai	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 18Musakata	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 19Baunshajala	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 20Erandidahal	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 21Keutibahal	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 22Mugapala	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 23Kulhiabahal	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 24Ambadar	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 25Muchibahala	Rairakhhol	Sambalpur	Orissa	27-02-2018
	1263(E) Date 01.06.2011	No. 26Satyanandapali Alias Gaelchara	Rairakhhol	Sambalpur	Orissa	27-02-2018
6	959(E) Date 02.05.2011	No. 01Govindapur Town, Unit No.1, Govindapur	Bamra	Sambalpur	Orissa	27-02-2018
	959(E) Date 02.05.2011	No. 02Gurla	Bamra	Sambalpur	Orissa	27-02-2018
	959(E) Date 02.05.2011	No. 03Bamphei	Bamra	Sambalpur	Orissa	27-02-2018
	959(E) Date 02.05.2011	No. 04Ghumudumal	Bamra	Sambalpur	Orissa	27-02-2018
7	253(E)Date 07.02.2011	No. 01 Kumelsingha	Attapura	Bargarh	Orissa	27-02-2018
	253(E) Date 07.02.2011	No. 02 Mahakhand	Attapura	Bargarh	Orissa	21-09-2017
	253(E) Date 07.02.2011	No. 03 Dulampur	Attapura	Bargarh	Orissa	27-02-2018
	253(E) Date 07.02.2011	No. 04 Kujapali	Attapura	Bargarh	Orissa	21-09-2017
	253(E) Date 07.02.2011	No. 05 Godabhaga	Attapura	Bargarh	Orissa	21-09-2017
	253(E) Date 07.02.2011	No. 06 Chakuli	Attapura	Bargarh	Orissa	21-09-2017
	253(E) Date 07.02.2011	No. 07 Saranda	Attapura	Bargarh	Orissa	21-09-2017
	253(E) Date 07.02.2011	No. 08 Attapura	Attapura	Bargarh	Orissa	27-02-2018
	253(E) Date 07.02.2011	No. 09 Bhuinpura	Attapura	Bargarh	Orissa	21-09-2017
	253(E) Date 07.02.2011	No. 10 Ladaripali	Attapura	Bargarh	Orissa	21-09-2017
	253(E) Date 07.02.2011	No. 11 Jahnnapada	Attapura	Bargarh	Orissa	27-02-2018
8	321(E) Date 11.02.2011	No. 1Kalapani	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 2Barahagoda	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 3 Ambasada	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 4Tora	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 5Rungnia	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 6Sarsara	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 7Gudesira	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 8Nileshar	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 9Patharla	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 10 Chakarkend	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 11Jhankarpali	Bargarh	Bargarh	Orissa	21-09-2017
	321(E) Date 11.02.2011	No. 12Kendpali	Bargarh	Bargarh	Orissa	21-09-2017
9	385(E) Date 16.02.2011	No. 01Bisipali	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 02 Nagan	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 03Dumberpali	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 04Kangan	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 05Garbhana	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 06Badipali	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 07Piplipali	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 08Budamal	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 09Kendmundi	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 10Sohela	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 11 Dumerpali	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 12Birhipali	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 13Arjunda	Sohela	Bargarh	Orissa	28-02-2017
	385(E) Date 16.02.2011	No. 14Pandakipali	Sohela	Bargarh	Orissa	28-02-2017

Sr. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Closing date
1	2	3	4	5	6	7
10	655(E) Date 30.03.2011	No. 01 Sodamal	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 02 Samasingha	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 03 Tarekela	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 04Salhepali	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 05Dandabuda	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 06Patrapali	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 07Paramanpur	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 08Khunapali	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 09 Jammal	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 10Rengalipali	Kolabira	Jharsuguda	Orissa	31-08-2017
	655(E) Date 30.03.2011	No. 11 Kelendamal	Kolabira	Jharsuguda	Orissa	27-02-2018
11	704(E) Date 07.04.2011	No. 01Jharsuguda Town, Unit No. 8 Malimunda	Jharsuguda	Jharsuguda	Orissa	21-09-2017
12	834 (E) Date 27.04.2011	No. 01Sialrama	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 02 Saraspali	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 03Dhutura	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 04 Arda	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 05Kadobahal	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 06Bartikra	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 07Bhoidihi	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 08 Sarasamal	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 09Telidihi	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 10Jharmunda	Kirmira	Jharsuguda	Orissa	27-02-2018
	834 (E) Date 27.04.2011	No. 11Handatupa	Kirmira	Jharsuguda	Orissa	27-02-2018
13	836(E)Date 27.04.2011	No. 01Ledimanga	Sundargarh	Sundargarh	Orissa	27-02-2018
	836(E) Date 27.04.2011	No. 02Suanmal	Sundargarh	Sundargarh	Orissa	27-02-2018
	836(E) Date 27.04.2011	No. 03Budelkani	Sundargarh	Sundargarh	Orissa	27-02-2018
	836(E) Date 27.04.2011	No. 04Kheriakani	Sundargarh	Sundargarh	Orissa	27-02-2018
	836(E) Date 27.04.2011	No. 05Dharuadihi	Sundargarh	Sundargarh	Orissa	27-02-2018
	836(E) Date 27.04.2011	No. 06 Phiringabahal	Sundargarh	Sundargarh	Orissa	27-02-2018
	836(E) Date 27.04.2011	No. 07Kulata	Sundargarh	Sundargarh	Orissa	27-02-2018
	836(E) Date 27.04.2011	No. 08Kaputikira	Sundargarh	Sundargarh	Orissa	27-02-2018
14	1021(E) Date 10.05.2011	No. 01Kureibaga	Bargaon	Sundargarh	Orissa	27-02-2018
	1021(E) Date 10.05.2011	No. 02Chhamunda	Bargaon	Sundargarh	Orissa	27-02-2018
	1021(E) Date 10.05.2011	No. 03Salepali	Bargaon	Sundargarh	Orissa	27-02-2018
	1021(E) Date 10.05.2011	No. 04Fulbari	Bargaon	Sundargarh	Orissa	27-02-2018
	1021(E) Date 10.05.2011	No. 05Birsu	Bargaon	Sundargarh	Orissa	27-02-2018
	1021(E) Date 10.05.2011	No. 06Turiposh	Bargaon	Sundargarh	Orissa	27-02-2018
	1021(E) Date 10.05.2011	No. 07Buduna	Bargaon	Sundargarh	Orissa	27-02-2018
	1021(E) Date 10.05.2011	No. 08Baunsen	Bargaon	Sundargarh	Orissa	27-02-2018
	1021(E) Date 10.05.2011	No. 09Chabiri	Bargaon	Sundargarh	Orissa	27-02-2018
	1021(E) Date 10.05.2011	No. 10Mahupara	Bargaon	Sundargarh	Orissa	27-02-2018
15	2103(E) Date 08.07.2011	No. 01Rajabasa	Rajgangapur	Sundargarh	Orissa	27-02-2018
16	1579(E) Date 08.07.2011	No. 02Budhakta	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 03Naktisan	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 04 Telighana	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 05 Kutra	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 06 Litibeda	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 07 Katanga	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 08 Rumabahal	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 09 Dudukabahal	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 10 Tileimal	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 11 Keshramal	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 12 Jhagarpur	Rajgangapur	Sundargarh	Orissa	27-02-2018
	1579(E) Date 08.07.2011	No. 13 Raiberna	Rajgangapur	Sundargarh	Orissa	27-02-2018

Sr. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Closing date
1	2	3	4	5	6	7
17	1579(E) Date 08.07.2011	No. 14Laing	Rajgangapur	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 01 Mandaria	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 02 Kheraposh	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 03 Usura	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 04 Dumerjore	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 05 Jagadishpur	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 06 Chandiposh	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 07 Langiberna	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 08 Kuaramunda	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 09 Sarandaposh	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 10 Sarandamal	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 11 Teliposh	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 12 Dumkisihiria	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 13 Kalosihiria	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 14 Puturikhamana	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 15 Sukhabanda	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 16 Lalabiranga	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
	958(E) Date 02.05.2011	No. 17 Kudabera	Panposh (Kuaramunda)	Sundargarh	Orissa	27-02-2018
18	837(E) Date 27.04.2011	No. 01 Jalangabira	Biramitrapur	Sundargarh	Orissa	27-02-2018
	837(E) Date 27.04.2011	No. 02 Karadega	Biramitrapur	Sundargarh	Orissa	27-02-2018
	837(E) Date 27.04.2011	No. 03 Banakuba	Biramitrapur	Sundargarh	Orissa	27-02-2018
19	199 Date 30.01.2018	No. 01 Budhakta	Rajgangpur	Sundargarh	Odisha	27-02-2018
	199 Date 30.01.2018	No. 02 Naktisan	Rajgangpur	Sundargarh	Odisha	27-02-2018
	199 Date 30.01.2018	No. 03 Telighana	Rajgangpur	Sundargarh	Odisha	27-02-2018
	199 Date 30.01.2018	No. 04 Kutra	Rajgangpur	Sundargarh	Odisha	27-02-2018
	199 Date 30.01.2018	No. 05 Katang	Rajgangpur	Sundargarh	Odisha	27-02-2018
	199 Date 30.01.2018	No. 06 Keshramal	Rajgangpur	Sundargarh	Odisha	27-02-2018
	199 Date 30.01.2018	No. 07 Raiberna	Rajgangpur	Sundargarh	Odisha	27-02-2018
	199 Date 30.01.2018	No. 08Lainga	Rajgangpur	Sundargarh	Odisha	27-02-2018
20	200 Date 30.01.2018	No. 01Gulunda	Maneswar	Sambalpur	Odisha	27-02-2018
	200 Date 30.01.2018	No. 02 Naxapali	Maneswar	Sambalpur	Odisha	27-02-2018
	200 Date 30.01.2018	No. 03 Themera	Maneswar	Sambalpur	Odisha	27-02-2018
	200 Date 30.01.2018	No. 04 Kudopali	Maneswar	Sambalpur	Odisha	27-02-2018
	200 Date 30.01.2018	No. 05 Gudesingha	Maneswar	Sambalpur	Odisha	27-02-2018
	200 Date 30.01.2018	No. 06 Halipali	Maneswar	Sambalpur	Odisha	27-02-2018
	200 Date 30.01.2018	No. 07 Parmanpur	Maneswar	Sambalpur	Odisha	27-02-2018
21	201 Date 30.01.2018	No. 01 Kureibaga	Bargaon	Sundargarh	Odisha	27-02-2018
	201 Date 30.01.2018	No. 02 Chhamunda	Bargaon	Sundargarh	Odisha	27-02-2018
	201 Date 30.01.2018	No. 03 Budana	Bargaon	Sundargarh	Odisha	27-02-2018

Sr. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Closing date
1	2	3	4	5	6	7
22	201 Date 30.01.2018	No. 04 Chabiri	Bargaon	Sundargarh	Odisha	27-02-2018
23	202 Date 30.01.2018	No. 01 Kelendamal	Kolabira	Jharsuguda	Odisha	27-02-2018
	203 Date 30.01.2018	No. 01 Ushra	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 02 Dumerjore	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 03 Lajiberna	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 04 Sarandaposh	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 05 Sarandamal	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 06 Kuarmunda	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 07 Teliposh	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 08 Puturikhaman	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 09 Sukaband	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 10 Lalbiranga	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
	203 Date 30.01.2018	No. 11 Kudabeda	Panposh (Kuarmunda)	Sundargarh	Odisha	27-02-2018
24	204 Date 30.01.2018	No. 01 Dhutura	Kirmira	Jharsuguda	Odisha	27-02-2018
	204 Date 30.01.2018	No. 02 Arda	Kirmira	Jharsuguda	Odisha	27-02-2018
	204 Date 30.01.2018	No. 03 Kadobahal	Kirmira	Jharsuguda	Odisha	27-02-2018
25	205 Date 30.01.2018	No. 01 Kulata	Sundargarh	Sundargarh	Odisha	27-02-2018
26	206 Date 30.01.2018	No. 01 Jalangabira	Biramitrapur	Sundargarh	Oidhsa	27-02-2018
	206 Date 30.01.2018	No. 02 Karadega	Biramitrapur	Sundargarh	Oidhsa	27-02-2018
	206 Date 30.01.2018	No. 03 Bankuba	Biramitrapur	Sundargarh	Oidhsa	27-02-2018
27	207 Date 30.01.2018	No. 01 Bamphei	Bamra	Sambalpur	Odisha	27-02-2018
28	208 Date 30.01.2018	No. 01 Narangipali	Jujomura	Sambalpur	Odisha	27-02-2018
	208 Date 30.01.2018	No. 02 Bhimkhoj	Jujomura	Sambalpur	Odisha	27-02-2018
	208 Date 30.01.2018	No. 03 Nuamuhulpali	Jujomura	Sambalpur	Odisha	27-02-2018
	208 Date 30.01.2018	No. 04 Mundher	Jujomura	Sambalpur	Odisha	27-02-2018
	208 Date 30.01.2018	No. 05 Jhankarpali	Jujomura	Sambalpur	Odisha	27-02-2018
29	209 Date 30.01.2018	No. 01 Kulhamalia	Rairakhhol	Sambalpur	Odisha	27-02-2018
	209 Date 30.01.2018	No. 02 Narayanpur	Rairakhhol	Sambalpur	Odisha	27-02-2018
	209 Date 30.01.2018	No. 03 Kelakata	Rairakhhol	Sambalpur	Odisha	27-02-2018
	209 Date 30.01.2018	No. 04 Khuhi	Rairakhhol	Sambalpur	Odisha	27-02-2018
	209 Date 30.01.2018	No. 05 Podabalanda	Rairakhhol	Sambalpur	Odisha	27-02-2018
	209 Date 30.01.2018	No. 06 Badamal	Rairakhhol	Sambalpur	Odisha	27-02-2018
	209 Date 30.01.2018	No. 07 Barabanka	Rairakhhol	Sambalpur	Odisha	27-02-2018
	209 Date 30.01.2018	No. 08 Helai	Rairakhhol	Sambalpur	Odisha	27-02-2018
	209 Date 30.01.2018	No. 09 Baunsajala	Rairakhhol	Sambalpur	Odisha	27-02-2018
30	210 Date 30.01.2018	No. 01 Jharapali	Sambalpur	Sambalpur	Odisha	27-02-2018
	210 Date 30.01.2018	No. 02 Chaunrpur	Sambalpur	Sambalpur	Odisha	27-02-2018
	210 Date 30.01.2018	No. 03 Badsinghari	Sambalpur	Sambalpur	Odisha	27-02-2018
	210 Date 30.01.2018	No. 04 Basantpur	Sambalpur	Sambalpur	Odisha	27-02-2018

[F. No. R-11025(11)4/2018-OR-I/E-22376]

P. SOMAKUMAR, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 28 अगस्त, 2019

का.आ. 1618.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किये जाने की संभावना है ;

और, उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्या एमपीसीबी/रेवेन्यू प्लान/2019-20/01, तारीख 18 जुलाई, 2019 का निरीक्षण भारत कोकिंग कोल लिमिटेड(सम्पदा विभाग), कोयला भवन, कोयला नगर, धनबाद - 826005, झारखंड अथवा महाप्रबंधक, विक्रमशिला क्षेत्र/ निदेशक (तकनीकी) योजना और परियोजना के तकनीकी सचिव, भारत कोकिंग कोल लिमिटेड, कोयला भवन, कोयला नगर, धनबाद - 826005 झारखंड अथवा जिला कलक्टर, जिला भागलपुर (बिहार) अथवा महा प्रबंधक (खोज प्रभाग), सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड, गोंदवाना पैलेस, कांके रोड, रांची - 834008 (झारखंड) अथवा सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट, रीजनल इन्स्टीच्यूट (II), कोयला भवन काम्पलेक्स, कोयला नगर, धनबाद-826 005, झारखंड अथवा कोयला नियंत्रक, 1, कांउसिल हाउस स्ट्रीट, कोलकाता- 700001 के कार्यालय में किया जा सकता है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

उपर्युक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति -

- (i) संपूर्ण भूमि या उसके किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा ; या
- (ii) उसकी धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; या
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वोक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे के प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, महाप्रबंधक, विक्रमशिला क्षेत्र/ निदेशक (तकनीकी) योजना और परियोजना के तकनीकी सचिव, भारत कोकिंग कोल लिमिटेड, कोयला भवन, कोयला नगर, धनबाद-826 005 (झारखंड) अथवा महा प्रबंधक (सम्पदा), भारत कोकिंग कोल लिमिटेड, कोयला भवन, कोयला नगर, धनबाद-826 005 (झारखंड) को भेज सकेगा।

अनुसूची

मंदार पर्वत कोल खनन ब्लॉक

जिला - भागलपुर (बिहार)

(रेखांक संख्या एमपीसीबी/रिवेन्यु प्लान/2019-20/01, तारीख 18 जुलाई, 2019)

क्रम सं.	ग्राम का नाम	थाना	ग्राम संख्या	जिला	क्षेत्रफल (हेक्टेयर में)	क्षेत्रफल (एकड़ में)	टिप्पणियां
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	जगरनाथपुर	कोलगंग	304	भागलपुर	0.0100	00.02471	भाग
2.	ब्रह्मचारी	कोलगंग	305	भागलपुर	41.1769	101.7481	भाग
3.	जेठियाना	कोलगंग	306	भागलपुर	14.8907	36.79492	भाग
4.	लगमा	कोलगंग	307	भागलपुर	245.5445	606.7405	भाग
5.	सियान	कोलगंग	311	भागलपुर	308.6867	762.7648	भाग
6.	कैरिया	कोलगंग	312	भागलपुर	191.9272	474.2521	भाग
7.	सेमारिया	कोलगंग	333	भागलपुर	7.4285	18.35582	भाग
8.	जंगल गोपाली मिलिक	कोलगंग	335	भागलपुर	14.6386	36.17198	भाग
9.	जंगल गोपाली	कोलगंग	336	भागलपुर	61.9847	153.1642	भाग
10.	जेठियाना मिलिक	कोलगंग	337	भागलपुर	2.2587	5.581248	भाग
11.	रतनपुर दोयेम	कोलगंग	338	भागलपुर	0.0100	00.02471	भाग
		कुल:			888.5565	2195.623	

कुल क्षेत्रफल: 888.5565 हेक्टेयर (लगभग) अथवा 2195.623 एकड़ (लगभग)

सीमा - वर्णन :

- 1-2 रेखा ब्रह्मचारी मौजा में बिन्दु संख्या 1 से आरंभ होती है और पूर्व दिशा की ओर लगमा मौजा होते हुए सियान मौजा कि पूर्वी सीमांत में बिन्दु संख्या 2 तक जाती है।
- 2-3 रेखा सियान मौजा में बिन्दु संख्या 2 से आरंभ होकर दक्षिण- पश्चिम दिशा की ओर सियान मौजा कि पूर्वी सीमांत बराबर सियान मौजा कि बिन्दु संख्या 3 तक जाती है।

- (3) 3-4 रेखा सियान मौजा में बिन्दु संख्या 3 से आरंभ होकर दक्षिण – पूर्व दिशा में मौजा सियान में बिन्दु संख्या 4 तक जाती है।
- (4) 4-5 रेखा मौजा सियान में बिन्दु संख्या 4 से आरंभ होकर दक्षिण- पश्चिम दिशा की ओर मौजा सियान जो मौजा कैरिया के बीच धुलिया नाला पर बिन्दु संख्या 5 तक जाती है।
- (5) 5-6 रेखा मौजा सियान में बिन्दु संख्या 5 से आरंभ होती है और धुलिया नाला के साथ साथ दक्षिण दिशा की ओर मौजा कैरिया के पूर्वी सीमांत के निकट बिन्दु संख्या 6 तक जाती है।
- (6) 6-7 रेखा मौजा कैरिया में बिन्दु संख्या 6 से आरंभ होती है और दक्षिण दिशा की ओर कैरिया मौजा की पूर्वी सीमांत बराबर बिन्दु संख्या 7 तक जाती है।
- (7) 7-8 रेखा कैरिया मौजा में बिन्दु संख्या 7 से आरंभ होती है और दक्षिण-पश्चिम दिशा की ओर कैरिया मौजा में बिन्दु संख्या 8 तक जाती है।
- (8) 8-9 रेखा कैरिया मौजा में बिन्दु संख्या 8 से आरंभ होती है और उत्तर- पश्चिम दिशा की ओर कैरिया मौजा में बिन्दु संख्या 9 तक जाती है।
- (9) 9-10 रेखा कैरिया मौजा में बिन्दु संख्या 9 से आरंभ होती है और दक्षिण-पश्चिम दिशा की ओर सेमरिया मौजा में बिन्दु संख्या 10 तक जाती है।
- (10) 10-11 रेखा सेमरिया मौजा में बिन्दु संख्या 10 से आरंभ होती है और उत्तर-पश्चिम दिशा की ओर मौजा जंगल गोपाली होते हुए जंगल गोपाली मौजा में बिन्दु संख्या 11 तक जाती है।
- (11) 11-12 रेखा जंगल गोपाली मौजा में बिन्दु संख्या 11 से आरंभ होती है और उत्तर दिशा की ओर मौजा जेठिअना मिलिक होते हुए जेठिअना मौजा में बिन्दु संख्या 12 तक जाती है।
- (12) 12-1 रेखा जेठिअना मौजा में बिन्दु संख्या 12 से आरंभ होती है तथा जगरनाथपुर मौजा होते हुए उत्तर – पश्चिम दिशा की ओर सीमा के प्रारंभिक बिन्दु से ब्रह्मचारी मौजा में बिन्दु संख्या 1 से जाकर अंततः मिलती है।

[फा. सं. 43015/14/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 28th August, 2019

S.O. 1618.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number MPCB/Revenue Plan/2019-20/01, dated the 18th July, 2019, containing details of the area of land described in the said Schedule may be inspected at the office of the Bharat Coking Coal Limited (Estate Department), Koyla Bhawan, Koyla Nagar, Dhanbad- 826005, Jharkhand or at the office of the General Manager, Vikramshila Area/TS to D(T) P and P, Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad-826005, Jharkhand or District Collector, District Bhagalpur (Bihar) or at the office of the General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi – 834 008 (Jharkhand) and Central Mine Planning and Design Institute, Regional Institute(II), Koyla Bhawan Complex, Koyla Nagar, Dhanbad- 826005, Jharkhand or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the land described in the aforesaid Schedule.

Any person interested in the land described in the aforesaid Schedule may -

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or

- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act, for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the General Manager, Vikramshila Area/TS to D(T) P and P, Koyla Bhawan, Koyla Nagar, Dhanbad-826005 (Jharkhand) or General Manager (Estate), Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad-826005 (Jharkhand) within a period of ninety days from the date of publication of this notification in the official Gazette.

SCHEDULE

Mandar Parvat Coal Mining Block District Bhagalpur (Bihar)

[Plan bearing number MPCB/Revenue Plan/2019-20/01, dated the 18th July, 2019]

Sl. No.	Name of the village	Thana	Village number	District	Area (in hectares approximately)	Area (in acres approximately)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Jagarnathpur	Kolgang	304	Bhagalpur	0.0100	00.02471	Part
2.	Brahmchari	Kolgang	305	Bhagalpur	41.1769	101.7481	Part
3.	Jethiana	Kolgang	306	Bhagalpur	14.8907	36.79492	Part
4.	Lagma	Kolgang	307	Bhagalpur	245.5445	606.7405	Part
5.	Sian	Kolgang	311	Bhagalpur	308.6867	762.7648	Part
6.	Kairia	Kolgang	312	Bhagalpur	191.9272	474.2521	Part
7.	Semaria	Kolgang	333	Bhagalpur	7.4285	18.35582	Part
8.	Jangal Gopali Milik	Kolgang	335	Bhagalpur	14.6386	36.17198	Part
9.	Jangal Gopali	Kolgang	336	Bhagalpur	61.9847	153.1642	Part
10.	Jethiana Milik	Kolgang	337	Bhagalpur	2.2587	5.581248	Part
11.	Ratanpur Doyem	Kolgang	338	Bhagalpur	0.0100	00.02471	Part
			Total :		888.5565	2195.623	

Total Area : 888.5565 hectares (approximately) or 2195.623 acres (approximately)

Boundary Description:

- (1)1-2 Line starts from Point No. 1 in Mouza Brahmachari towards East direction traversing Mouza Lagma and Sian and meeting Point No. 2 at the easternmost border of Mouza Sian.
- (2)2-3 Line starts from Point No. 2 of Mouza Sian towards South-West direction along the eastern border of Sian up to Point No. 3 in Mouza Sian.
- (3)3-4 Line starts from Point No. 3 in Mouza Sian towards South-East direction up to Point No. 4 in Mouza Sian.
- (4)4-5 Line starts from Point No. 4 towards South-West direction tracing along the eastern border of Mouza Sian up to Point No. 5 meeting Dhulia Nala which lies between Mouza Sian and Mouza Kairia.
- (5)5-6 Line starts from Point No. 5 tracing along Dhulia Nala and meeting Point No. 6 at the easternmost margin of Mouza Kairia.
- (6)6-7 Line starts from Point No. 6 at the easternmost border of Mouza Kairia towards South direction along eastern border of Mouza Kairia up to Point No. 7.
- (7)7-8 Line Starts from Point No. 7 in Mouza Kairia towards South-West direction up to Point No. 8 in Mouza Kairia.
- (8)8-9 Line starts from Point No. 8 in Mouza Kairia and traversing towards North-West direction meeting Point No. 9 of Mouza Kairia.
- (9)9-10 Line starts from Point No. 9 in Mouza Kairia towards South-West direction up to Point No. 10 at the Mouza Semaria.

- (10) 10-11 Line starts from Point No. 10 in Mouza Semaria towards North-West direction and traversing through Mouza Jangal Gopali Milik, up to Point No. 11 in Mouza Jangal Gopali.
- (11) 11-12 Line starts from point No. 11 in Mouza Jangal Gopali towards North direction traversing through Mouza Jethiana Milik up to Point No. 12 at Mouza Jethiana.
- (12) 12-1 Line starts from Point No. 12 in Mouza Jethiana along North-West direction and finally meeting the starting Point No. 1 in Mouza Brahmachari.

[F. No. 43015/14/2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1619.—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उप-धारा (1) द्वारा शक्तियों का प्रयोग करते हुए, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1796, 13 दिसम्बर, 2018, जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 22 दिसम्बर, 2018 में प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :-

2. उक्त अधिसूचना की अनुसूची में, --

(क) " रेखांक संख्या यूपीआरवीयूएनएल/4(1)/योजना/राजस्व/01, तारीख 24 सितम्बर, 2018", के स्थान पर निम्नलिखित रखा जाएगा:-

" रेखांक संख्या यूपीआरवीयूएनएल/4(1)/योजना/राजस्व/1, तारीख 24 सितम्बर, 2018" ;

(ख) "ग्राम का नाम" शीर्षक के अधीन, --

(i) क्रम संख्या 1 के सामने, शब्द 'कौरिगढ़' के स्थान पर शब्द 'कोरीगड' रखा जाएगा ;

(ii) क्रम संख्या 3 के सामने, शब्द 'पहारमचुआन' के स्थान पर शब्द 'पहाड़ आमचुआ' रखा जाएगा;

(iii) क्रम संख्या 11 के सामने, शब्द 'पहाड़पुर' के स्थान पर शब्द 'पहाड़पुर (हरिपुर)' रखा जाएगा;

(iv) क्रम संख्या 17 के सामने, शब्द 'लताकंदर' के स्थान पर शब्द 'लताकान्दर' रखा जाएगा;

(ग) शीर्षक 'पटवारी सर्किल संख्या/थाना संख्या' के स्थान पर 'पटवारी सर्किल का नाम और संख्या' शीर्षक रखा जाएगा ;

(घ) 'पटवारी सर्किल का नाम और संख्या' शीर्षक के अधीन, इस प्रकार से रखे जाएंगे, --

(i) क्रम संख्या 1 के सामने आंकड़े '32' के स्थान पर शब्द और आंकड़े 'जगतपुर, 32' रखे जाएंगे;

(ii) क्रम संख्या 2 के सामने आंकड़े '1' के स्थान पर शब्द और आंकड़े 'बेनागडिया, 1' रखे जाएंगे;

(iii) क्रम संख्या 3 के सामने आंकड़े '2' के स्थान पर शब्द और आंकड़े 'बेनागडिया, 2' रखे जाएंगे;

(iv) क्रम संख्या 4 के सामने आंकड़े '4' के स्थान पर शब्द और आंकड़े 'हरिपुर, 4' रखे जाएंगे ;

(v) क्रम संख्या 5 के सामने आंकड़े '5' के स्थान पर शब्द और आंकड़े 'हरिपुर, 5' रखे जाएंगे;

(vi) क्रम संख्या 6 के सामने आंकड़े '7' के स्थान पर शब्द और आंकड़े 'हरिपुर, 7' रखे जाएंगे;

(vii) क्रम संख्या 7 के सामने आंकड़े '6' के स्थान पर शब्द और आंकड़े 'हरिपुर, 6' रखे जाएंगे;

(viii) क्रम संख्या 8 के सामने आंकड़े '4' के स्थान पर शब्द और आंकड़े 'बेनागडिया, 4' रखे जाएंगे;

- (ix) क्रम संख्या 9 के सामने आंकड़े '6' के स्थान पर शब्द और आंकड़े 'बेनागडिया, 6' रखे जाएंगे;
- (x) क्रम संख्या 10 के सामने आंकड़े '5' के स्थान पर शब्द और आंकड़े 'बेनागडिया, 5' रखे जाएंगे;
- (xi) क्रम संख्या 11 के सामने आंकड़े '13' के स्थान पर शब्द और आंकड़े 'बेनागडिया, 13' रखे जाएंगे;
- (xii) क्रम संख्या 12 के सामने आंकड़े '14' के स्थान पर शब्द और आंकड़े 'बेनागडिया, 14' रखे जाएंगे;
- (xiii) क्रम संख्या 13 के सामने आंकड़े '12' के स्थान पर शब्द और आंकड़े 'हरिपुर, 12' रखे जाएंगे;
- (xiv) क्रम संख्या 14 के सामने आंकड़े '11' के स्थान पर शब्द और आंकड़े 'हरिपुर, 11' रखे जाएंगे;
- (xv) क्रम संख्या 15 के सामने आंकड़े '14' के स्थान पर शब्द और आंकड़े 'हरिपुर, 14' रखे जाएंगे;
- (xvi) क्रम संख्या 16 के सामने आंकड़े '15' के स्थान पर शब्द और आंकड़े 'हरिपुर, 15' रखे जाएंगे;
- (xvii) क्रम संख्या 17 के सामने आंकड़े '10' के स्थान पर शब्द और आंकड़े 'हरिपुर, 10' रखे जाएंगे;
- (xviii) क्रम संख्या 18 के सामने आंकड़े '8' के स्थान पर शब्द और आंकड़े 'हरिपुर, 8' रखे जाएंगे;
- (xix) क्रम संख्या 19 के सामने आंकड़े '2' के स्थान पर शब्द और आंकड़े 'हरिपुर, 2' रखे जाएंगे;
- (xx) क्रम संख्या 20 के सामने आंकड़े '25' के स्थान पर शब्द और आंकड़े 'जगतपुर, 25' रखे जाएंगे;
- (xxi) क्रम संख्या 21 के सामने आंकड़े '3' के स्थान पर शब्द और आंकड़े 'हरिपुर, 3' रखे जाएंगे;

(घ) 'सीमा वर्णन' शीर्षक के अधीन, --

- (i) क्रम संख्या 1, 24 और 25 के सामने, शब्द 'कौरिगढ़ ग्राम' के स्थान पर शब्द 'कोरीगड ग्राम' रखा जाएगा;
- (ii) क्रम संख्या 7, 8 और 9 के सामने, शब्द 'जाम्रपानी ग्राम' के स्थान पर शब्द 'जमरूपानी ग्राम' रखा जाएगा;
- (iii) क्रम संख्या 8, 9 और 10 के सामने, शब्द 'लताकंदर ग्राम' के स्थान पर शब्द 'लताकान्दर ग्राम' रखा जाएगा;
- (iv) क्रम संख्या 10 और 12 के सामने, शब्द 'बड़ा चपडिया' और शब्द 'छोटा चपडिया' के स्थान पर शब्द 'बड़ाचापडीया' और शब्द 'छोटाचापुडीया' रखा जाएगा;
- (v) क्रम संख्या 11, 12, 13, 14, 15 और 16 के सामने, शब्द 'सारसदंगल ग्राम' के स्थान पर शब्द 'सरसडांगा ग्राम' रखा जाएगा;
- (vi) क्रम संख्या 16 के सामने, शब्द 'पहाड़पुर' के स्थान पर शब्द 'पहाड़पुर (हरिपुर) ग्राम' रखा जाएगा;
- (vii) क्रम संख्या 23 और 24 के सामने, शब्द 'पहारमचुआन ग्राम' के स्थान पर शब्द 'पहाड़ आमचुआ ग्राम' रखा जाएगा;

[फा. सं. 43015/16/2018-एलए एण्ड आईआर]

मुकेश, अवर सचिव

टिप्पण : मूल अधिसूचना, अधिसूचना संख्यांक का.आ. 1796, तारीख 22 दिसम्बर, 2018, द्वारा भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii) में प्रकाशित की गई थी।

New Delhi, the 29th August, 2019

S.O. 1619.—In exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Coal, number S.O. 1796, dated the 13th December, 2018, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 22nd December, 2018, namely:-

2. In the Schedule to the said notification,-

(a) for “Plan bearing number UPRVUNL/4(1)/Plan/Revenue/01, dated the 24th September, 2018”, the following shall be substituted, namely:-

“Plan bearing number UPRVUNL/4(1)/Plan/Revenue/1, dated the 24th September, 2018”;

(b) under the heading “Name of village”,—

- (i) against serial number 1, for the word “Kourigarh”, the word “Kaurigarh” shall be substituted;
- (ii) against serial number 3, for the word “Paharamchuan”, the word “Pahar Amchua” shall be substituted;
- (iii) against serial number 11, for the word, “Paharpur”, the words and brackets “Paharpur (Haripur)” shall be substituted.
- (iv) against serial number 17, for the word “LataKander”, the words “Lata Kandar” shall be substituted;

(c) for the heading “Patwari Circle number/Thana number”, the heading “Patwari Circle name and number” shall be substituted;

(d) under the heading “Patwari Circle name and number” as so substituted,-

- (i) against serial number 1, for the figures “32”, the word and figures “Jagatpur, 32” shall be substituted;
- (ii) against serial number 2, for the figure “1”, the word and figure “Benagadia, 1” shall be substituted;
- (iii) against serial number 3, for the figure “2”, the word and figure “Benagadia, 2” shall be substituted;
- (iv) against serial number 4, for the figure “4”, the word and figure “Haripur, 4” shall be substituted;
- (v) against serial number 5, for the figure “5”, the word and figure “Haripur, 5” shall be substituted;
- (vi) against serial number 6, for the figure “7”, the word and figure “Haripur, 7” shall be substituted;
- (vii) against serial number 7, for the figure “6”, the word and figure “Haripur, 6” shall be substituted;
- (viii) against serial number 8, for the figure “4”, the word and figure “Benagadia, 4” shall be substituted;
- (ix) against serial number 9, for the figure “6”, the word and figure “Benagadia, 6” shall be substituted;
- (x) against serial number 10, for the figure “5”, the word and figure “Benagadia, 5” shall be substituted;
- (xi) against serial number 11, for the figure “13”, the word and figure “Benagadia, 13” shall be substituted;
- (xii) against serial number 12, for the figure “14”, the word and figure “Benagadia, 14” shall be substituted;
- (xiii) against serial number 13, for the figure “12”, the word and figure “Haripur, 12” shall be substituted;
- (xiv) against serial number 14, for the figure “11”, the word and figure “Haripur, 11” shall be substituted;
- (xv) against serial number 15, for the figure “14”, the word and figure “Benagadia, 14” shall be substituted;
- (xvi) against serial number 16, for the figure “15”, the word and figure “Haripur, 15” shall be substituted;
- (xvii) against serial number 17, for the figure “10”, the word and figure “Haripur, 10” shall be substituted;
- (xviii) against serial number 18, for the figure “8” the word and figure “Haripur, 8” shall be substituted;
- (xix) against serial number 19, for the figure “2” the word and figure “Haripur, 2” shall be substituted;
- (xx) against serial number 20, for the figure “25”, the word and figures “Jagatpur, 25” shall be substituted;
- (xxi) against serial number 21, for the figure “3” the word and figure “Haripur, 3” shall be substituted;

(e) under the heading “Boundary description”, -

- (i) against serial number 1, 24 and 25, for the words “Kourigarh village”, the words “Kaurigarh village” shall be substituted;
- (ii) against serial number 7, 8 and 9, for the words “Jamorpani village”, the words ‘Jamropani village’ shall be substituted;
- (iii) against serial number 8, 9 and 10, for the words “Latakander village”, the words “Lata Kandar village” shall be substituted;
- (iv) against serial number 10, and 12, for the words “Bara Chaparia’ and Chota Chaparia”, the words “Bara Chapiria and Chhota Chapiria” shall be substituted;
- (v) against serial number 11, 12, 13, 14, 15 and 16, for the words “Sarasdangal village”, the words “Sarasdanga village” shall be substituted;
- (vi) against serial number 16, for the words village “Paharpur”, the words “Paharpur (Haripur) village” shall be substituted;
- (vii) against serial number 23, and 24, for the words “Paharamchuan village” the words ‘Pahar Amchua village’ shall be substituted.

[F. No. 43015/16/2018-LA&IR]

MUKESH, Under Secy.

Note: The principal notification was published in the Gazette of India, Part II, Section 3, Sub-section (ii), vide notification number S.O. 1796, dated the 22nd December, 2018.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1620.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है ;

और, उक्त अधिसूचना में वर्णित क्षेत्र के रेखांक धारक संख्या ओसीपीएल/सीओ/10-सीवीए, तारीख 24 जून, 2019 का निरीक्षण, मुख्य कार्यकारी अधिकारी, ओडिशा कोल एण्ड पावर लिमिटेड, जोन-ए, ग्राउंड फ्लोर, फोरच्यून टावर्स, चन्द्रशेखरपुर, भुवनेश्वर, जिला – खुर्दा- 751023 (ओडिशा) के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), केन्द्रीय खान योजना एवं डिजाइन संस्थान लिमिटेड, गोंडवाना पॅलेस, कांके रोड, रांची, झारखंड के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या कलेक्टर, जिला सुंदरगढ़, ओडिशा के कार्यालय में किया जा सकता है ;

अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है ।

उपर्युक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति –

- (i) भूमि के संपूर्ण या किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा ; या
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्यवाही से हुई क्षति या होने वाली संभावित किसी क्षति के लिए उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या

- (iii) उक्त अधिनियम की धारा (13) की उप-धारा (1) के अधीन पूर्वोक्त अनुज्ञप्तियों के प्रभावहीन होने या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के संबंध में प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन की अवधि के भीतर, मुख्य कार्यकारी अधिकारी, ओडिशा कोल एण्ड पावर लिमिटेड, जोन-ए, ग्राउंड फ्लोर, फोरच्यून टावर्स, चन्द्रशेखरपुर, भूबनेश्वर, जिला – खुर्दा-751023 (ओडिशा) के कार्यालय में या खान के प्रमुख, हेमगिर, जिला सुन्दरगढ़, ओडिशा- 770013 को भेज सकेगा।

अनुसूची

डीप साइड मनोहरपुर कोयला ब्लॉक

आई.बी. वैली कोलफील्ड्स

जिला सुन्दरगढ़, राज्य ओडिशा

[रेखांक धारक संख्या ओसीपीएल/सीओ/10-सीवीए, तारीख 24 जून, 2019]

क्र.सं.	ग्राम का नाम	पटवारी/राजस्व सर्किल का नाम	तहसील	जिला	क्षेत्र हेक्टेयर में	टिप्पणियां
1.	दुरुबागा	हेमगिर	हेमगिर	सुन्दरगढ़	41.521	भाग
2.	कटाराबागा	हेमगिर	हेमगिर	सुन्दरगढ़	86.543	भाग
3.	काथाफली	घुमुदासन	हेमगिर	सुन्दरगढ़	226.789	भाग
4.	परमानंदपुर	घुमुदासन	हेमगिर	सुन्दरगढ़	153.562	भाग
5.	कानहुपहाड़ आरक्षित वन	-	हेमगिर	सुन्दरगढ़	10.517	भाग
6.	हुन्दरखोला आरक्षित वन	-	हेमगिर	सुन्दरगढ़	166.068	भाग
कुल : 685.000 हेक्टेयर (लगभग) या 1692.635 एकड़ (लगभग)						

सीमा वर्णन:

प्रारंभिक स्टेशन : प्रारंभिक स्टेशन '1', डीप साइड मनोहरपुर ब्लॉक के उत्तर-पश्चिमी कोने पर स्थित है।

रेखा 1-2 : रेखा '1' से '2' (उत्तरी सीमा) स्टेशन '1' शुरू होकर स्टेशन '2' तक जाती है। उत्तर की ओर से सीमा 'मीनाक्षी' कोयला ब्लॉक तक सीमित है।

रेखा 2-3 : रेखा '2' से '3' (पूर्वी सीमा) स्टेशन '2' शुरू होकर स्टेशन '3' तक जाती है। पूर्वी की ओर से सीमा 'मनोहरपुर' कोयला ब्लॉक तक सीमित है।

रेखा 3-4 : रेखा '3' से '4' (दक्षिणी सीमा) स्टेशन '3' शुरू होकर स्टेशन '4' तक जाती है।

रेखा 4-1 : रेखा '4' से '1' (पश्चिमी सीमा) स्टेशन '4' शुरू होकर स्टेशन '1' तक जाती है।

[फा. सं. 43015/13/2019-एलए एण्ड आईआर]

मुकेश, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1620.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality mentioned in the Schedule annexed hereto;

And whereas, the plan bearing number OCPL/CO/10-CBA, dated the 24th June, 2019 containing the details of the area of land described in the said Schedule may be inspected at the office of the Chief Executive Officer, Odisha Coal and Power Limited, Zone-A, Ground Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar, District-Khurdha-751023 (Odisha) or the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Palace, Kanke Road, Ranchi, Jharkhand or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the Office of the Collector, District Sundargarh, Odisha.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the land described in the said Schedule.

Any person interested in the land described in the aforesaid Schedule may --

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage likely to be caused by any action taken under sub-section (3) of section 4 of the said Act; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act, in respect of prospecting licence ceasing to have effect or under sub-section (4) of section 13 of the said Act, for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land showing the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the Office of the Chief Executive Officer, Odisha Coal Power Limited, Zone-A, Ground Floor, Fortune Towers, Bhubaneswar, District- Khurdha-751023 (Odisha) or at the Office of the Head of Mines, Hemgir, District Sundargarh, Odisha – 770013 within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Dip Side Manoharpur Coal Block

IB Valley Coalfields

District –Sundargarh, State – Odisha

[Plan bearing number OCPL/CO/10-CBA, dated the 24th June, 2019]

Sl. No.	Name of the Village	Patwari/Revenue Circle Name	Tehsil	District	Area in hectares	Remarks
1.	Durubaga	Hemgir	Hemgir	Sundargarh	41.521	Part
2.	Katarabaga	Hemgir	Hemgir	Sundargarh	86.543	Part
3.	Kathafali	Ghumudasan	Hemgir	Sundargarh	226.789	Part
4.	Paramanandapur	Ghumudasan	Hemgir	Sundargarh	153.562	Part
5.	Kanhupahad Reserved Forest	-	Hemgir	Sundargarh	10.517	Part
6.	Hundarkhola Reserved Forest	-	Hemgir	Sundargarh	166.068	Part
Total : 685.000 hectares (approximately) or 1692.635 acres (approximately)						

Boundary description:

STARTING STATION : The starting station '1' is situated on the north-western corner of Dipside Manoharpur Coal Block.

Line 1-2 : The line '1' to '2' (northern boundary) starts from station '1' to station '2'. The northern side boundary is limited by 'Meenakshi' coal block.

Line 2-3 : The line '2' to '3' (eastern boundary) starts from station '2' to station '3'. The Eastern side boundary is limited to 'Manoharpur' coal block.

Line 3-4 : The line '3' to '4' (southern boundary) starts from station '3' to station '4'.

Line 4-1 : The line '4' to '1' (western boundary) starts from station '4' to station '1'.

[F. No. 43015/13/2019 –LA&IR]

MUKESH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1621.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्रास किए जाने की संभावना है;

और, रेखांक संख्या एनसीएल/मुख्यालय/भूमि और राजस्व/2019/01, तारीख 25 जून, 2019 और एनसीएल/मुख्यालय/भूमि और राजस्व/2019/02, तारीख 25 जून, 2019 को उक्त अनुसूची में वर्णित भूमि का क्षेत्र अन्तर्विष्ट किया गया है; का निरीक्षण महा प्रबंधक(भूमि और राजस्व), नार्दर्न कोलफील्ड्स लिमिटेड, सिंगरौली- 486889, मध्य प्रदेश के कार्यालय में या महा प्रबंधक(खोज प्रभाग), सेंट्रल माईन प्लानिंग और डिजाइन इंस्टीच्यूट लिमिटेड, गोंडवाना प्लेस, कांके रोड, रांची- 834031, झारखण्ड के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता 700001 के कार्यालय में या जिला कलेक्टर, जिला सिंगरौली –486886, मध्य प्रदेश के कार्यालय में किया जा सकता है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति—

- (i) संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उसके उपर किसी अधिकार के अर्जन पर आपेक्षा कर सकेगा ; या
- (ii) उक्त अधिनियम की धारा 6 के अधीन धारित किसी नुकसानी या उसकी धारा 4 की उप धारा (3) के अधीन धारित होने वाले नुकसान की संभावना के लिए प्रतिकर का दावा कर सकेगा ; या
- (iii) उक्त अधिनियम की धारा 13 की उप –धारा (1) के अधीन समाप्त हो गई पूर्वोक्षण अनुज्ञप्तियों के संबंध में या धारा 13 की उप –धारा (4) के अधीन समाप्त हो गए खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों के संबंध में उपगत व्यय को उपदर्शित करने के लिए भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को सुपुर्द करेगा ।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, महा प्रबंधक (भूमि और राजस्व), नार्दर्न कोलफील्ड्स लिमिटेड, जिला सिंगरौली– 486889, मध्य प्रदेश को भेजेगा।

अनुसूची

ब्लाक 'बी', ब्लाक 'बी' विस्तार भू-वैज्ञानिक ब्लाक

में ब्लाक 'बी' विस्तार ओ.सी.पी. (8.00 मिलियन टन प्रति वर्ष) हेतु

नार्दर्न कोलफील्ड्स लिमिटेड, सिंगरौली

जिला -सिंगरौली (मध्य प्रदेश)

उप-ब्लाक -I, भाग - 1	301.68 हेक्टेयर
उप-ब्लाक -I, भाग - 2	9.67 हेक्टेयर
उप-ब्लाक - II	85.52 हेक्टेयर
कुल क्षेत्र:	396.87 हेक्टेयर(लगभग) या 980.67 एकड़ (लगभग)

[रेखांक संख्या एनसीएल/मुख्यालय/भूमि और राजस्व/2019/01, तारीख 25 जून, 2019]

उप -ब्लाक -I, भाग -1:

(क) राजस्व और शासकीय भूमि:

क्र.सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल(हेक्टेयर में)	टिप्पणियां
1.	पडरी	25	सिंगरौली	सिंगरौली	18.35	भाग
			कुल: 18.35 हेक्टेयर (लगभग)			
			या 45.343 एकड़ (लगभग)			

(ख) वन भूमि:

क्र.सं.	उपखंड संख्या	वन परिक्षेत्र का नाम	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियां
1.	पी.एफ. 278 (भाग)	वैढन और गोरबी	सिंगरौली	47.90	भाग
2.	पी.एफ. 279 (भाग)	वैढन और गोरबी	सिंगरौली	135.84	भाग
3.	आर.एफ.281 (भाग)	वैढन और गोरबी	सिंगरौली	99.59	भाग
				कुल: 283.33 हेक्टेयर (लगभग)	
				या 700.108 एकड़ (लगभग)	

कुल (क + ख) = 18.35 + 283.33 = 301.68 हेक्टेयर (लगभग)

या 45.343 + 700.108 = 745.451 एकड़ (लगभग)

सीमा वर्णन – उप- ब्लाक-I, भाग -1:

- क – ख : रेखा बिंदु 'क' से आरंभ होती है और सिंगरौली वन मण्डल के वैठन तथा गोरबी वन परिक्षेत्र के वन कक्ष संख्या आर.एफ. 281 से होकर गुजरती है तथा बिंदु 'ख' पर मिलती है।
- ख – ग : रेखा बिंदु 'ख' से आरंभ होती है और सिंगरौली वन मण्डल के वैठन तथा गोरबी वन परिक्षेत्र के वन कक्ष संख्या, आर.एफ. 281 तथा पी.एफ. 279 से और ग्राम पडरी से होकर गुजरती है तथा बिंदु 'ग' पर मिलती है।
- ग – घ : रेखा बिंदु 'ग' से आरंभ होती है और ग्राम पडरी से होकर गुजरती है तथा यही रेखा गोरबी ब्लॉक 'बी' विस्तार की पूर्व अर्जित भूमि की सीमा पर से गुजरते हुए गोरबी ब्लॉक 'बी' विस्तार की पूर्व अर्जित भूमि की सीमा और पी.एफ. 278 की सीमा पर स्थित बिंदु 'घ' पर मिलती है।
- घ – ड. : रेखा बिंदु 'घ' से आरंभ होती है और सिंगरौली वन मण्डल के वैठन तथा गोरबी वन परिक्षेत्र के वन कक्ष संख्या पी.एफ. 278 से गुजरती है और यही रेखा गोरबी ब्लॉक 'बी' विस्तार की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है तथा गोरबी ब्लॉक 'बी' विस्तार और गोरबी ब्लॉक 'बी' के उभय बिन्दु 'ड.' पर मिलती है।
- ड. – क : रेखा बिंदु 'ड.' से आरंभ होती है तथा सिंगरौली वन मण्डल के वैठन तथा गोरबी वन परिक्षेत्र के वन कक्ष संख्या पी.एफ. 278, पी.एफ. 279 और आर.एफ. 281 से होकर गुजरती है और यही रेखा गोरबी ब्लॉक 'बी' की पूर्व अर्जित भूमि की सीमा पर से भी होकर गुजरती है तथा प्रारम्भिक बिंदु 'क' पर मिलती है।

उप- ब्लाक -I भाग -2:

(क) वन भूमि :

क्र.सं.	उपखंड संख्या	वन परिक्षेत्र का नाम	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियां
1	आर.एफ.281(भाग)	वैठन व गोरबी	सिंगरौली	9.67	भाग
				कुल: 9.67 हेक्टेयर(लगभग) या 23.894 एकड़ (लगभग)	

सीमा वर्णन – उप ब्लाक -I, भाग-2:

- च-छ : रेखा बिंदु 'च' से आरंभ होती है और सिंगरौली वन मण्डल के वैठन तथा गोरबी वन परिक्षेत्र के वन कक्ष संख्या आर.एफ. 281 से गुजरती है और यही रेखा गोरबी ब्लॉक 'बी' की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है तथा बिन्दु 'छ' पर मिलती है।
- छ-ज : रेखा बिंदु 'छ' से आरंभ होती है और सिंगरौली वन मण्डल के वैठन तथा गोरबी वन परिक्षेत्र के वन कक्ष संख्या आर.एफ. 281 से गुजरती है और यही रेखा गोरबी ब्लॉक 'बी' विस्तार की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है तथा बिंदु 'ज' पर मिलती है।
- ज- च : रेखा बिंदु 'ज' से आरंभ होती है और सिंगरौली वन मण्डल के वैठन तथा गोरबी वन परिक्षेत्र के वनकक्ष संख्या आर.एफ. 281 से गुजरती है और प्रारम्भिक बिंदु 'च' पर मिलती है।

[एनसीएल/मुख्यालय/भूमि और राजस्व/2019/02, तारीख 25 जून, 2019]

उप ब्लाक – II:

(क) राजस्व और शासकीय भूमि:

क्र.सं.	ग्राम का नाम	पटवारी सर्किल सं.	तहसील	जिला	क्षेत्रफल(हेक्टेयर में)	टिप्पणियां
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	मुहेर	27	सिंगरौली	सिंगरौली	85.52	भाग
			कुल: 85.52 हेक्टेयर (लगभग)			
			या 211.320 एकड़ (लगभग)			

सीमा वर्णन - उप ब्लाक – II :

- झ-ज : रेखा बिंदु 'झ' से आरंभ होती है और ग्राम मुहेर से होकर जाती है और यही रेखा गोरबी ब्लाक 'बी' की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है तथा बिंदु 'ज' पर मिलती है।
- ज-ट-ठ : रेखा बिंदु 'ज' से आरंभ होती है और ग्राम मुहेर से होकर गुजरती है और यही रेखा गोरबी ब्लाक 'बी' विस्तार- II की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है और बिन्दु 'ठ' पर मिलती है।
- ठ-ड-ण-झ : रेखा बिंदु 'ठ' से आरंभ होती है और बिन्दु 'ड' और 'ण' और ग्राम मुहेर से होकर जाती है और बिंदु 'झ' पर मिलती है।

[फा. सं. 43015/15/2019-एलए एण्ड आईआर]

मुकेश, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1621.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing numbers NCL/HQ/ land and revenue/2019/01, dated the 25th June, 2019 and NCL/HQ/ land and revenue /2019/02, dated the 25th June, 2019 containing the details of the area of land described in the said Schedule may be inspected at the office of the General Manager (Land and Revenue), Northern Coalfields Limited, Singrauli-486889, Madhya Pradesh or at the office of the General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi-834031, Jharkhand or at the Office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the District Collector, District Singrauli-486886, Madhya Pradesh;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the land described in the aforesaid Schedule;

Any person interested in the land described in the aforesaid Schedule may --

- object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or

- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting licenses ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act;

to the office of the General Manager (Land and Revenue), Northern Coalfields Limited, District Singrauli -486889, Madhya Pradesh, within a period of ninety days from the date of the publication of this notification in the Official Gazette.

SCHEDULE

Block-B, Block-B Extension Geological Blocks

For Block-B Expansion OCP (8.00 Mtpa)

Northern Coalfields Limited, Singrauli

District – Singrauli (Madhya Pradesh)

SUB-BLOCK-I, PART-1	301.68 hectares
SUB-BLOCK-I, PART-2	9.67 hectares
SUB-BLOCK- II	85.52 hectares
TOTAL AREA :	396.87 hectares (approximately) or 980.67 acres (approximately)

[Plan bearing number NCL/HQ/Land and Revenue/2019/01, dated the 25th June, 2019]

SUB BLOCK –I, PART-1 :

(A) Revenue and Government land :

Sr. No.	Name of village	Patwari circle number	Tehsil	District	Area (in hectares)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Padari	25	Singrauli	Singrauli	18.35	Part
Total : 18.35 hectares(approximately) or 45.343 acres (approximately)						

(B) Forest Land :

Sr. No.	Compartment number	Name of Forest Range	District	Area (in hectares)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	PF 278 (P)	Waidhan and Gorbi	Singrauli	47.90	Part
2.	PF 279 (P)	Waidhan and Gorbi	Singrauli	135.84	Part
3.	RF 281 (P)	Waidhan and Gorbi	Singrauli	99.59	Part
Total: 283.33 hectares (approximately) or 700.108 acres (approximately)					

Total (A + B) = 18.35 + 283.33 = 301.68 hectares (approximately)
or 45.343 + 700.108 = 745.451 acres (approximately)

Boundary description – Sub Block –I, Part-1:

A-B: The line starts from point 'A' and passes through forest compartment number RF 281 of Waidhan and Gorbi Range of forest divisions Singrauli and meets at point 'B'.

B-C : Line starts from point 'B' and passes through forest compartment number RF 281 and PF 279 of Waidhan and Gorbi Range of forest divisions Singrauli and passes through village Padari and meets at points 'C'.

C-D : Line starts from point 'C' and passes through village Padari, and same Line passes over the boundary of previously acquired land of Gorbi Block 'B' Extension and meets at point 'D' situated on previously acquired boundary of Gorbi Block 'B' Extension and in PF 278.

D-E : Line starts from point 'D' and passes through PF 278 Waidhan and Gorbi Range of forest divisions Singrauli and same line passes over the boundary of previously acquired land of Gorbi Block 'B' Extension and meets at point 'E' situated on common point of previously acquired boundary of Gorbi Block 'B' Extension and Gorbi Block 'B'.

E-A : Line starts from point 'E' and passes through PF 278, PF 279 and RF 281 same line passes over the boundary of previously acquired land of Gorbi Block 'B' and meets at starting point 'A'.

SUB BLOCK –I, PART-2 :

Forest Land :

Sr. No.	Compartment number	Name of Forest Range	District	Area (in hectares)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	RF 281 (P)	Waidhan and Gorbi	Singrauli	9.67	Part
				Total: 9.67 hectares(approximately) or 23.894 acres (approximately)	

Boundary description – Sub Block –I, Part-2:

F-G : Line starts from point 'F' and passes through RF 281 of Waidhan and Gorbi range of forest divisions Singrauli and same line passes over the boundary of previously acquired land of Gorbi Block 'B' and meets at point 'G'.

G-H : Line starts from point 'G' and passes through RF 281 of Waidhan and Gorbi range of forest divisions Singrauli and same line passes over the boundary of previously acquired land of Gorbi Block 'B' Extension and meets at point 'H'.

H-F : Line starts from point 'H' and passes through RF 281 of Waidhan and Gorbi range of forest divisions Singrauli and meets at starting point 'F'.

[Plan bearing number NCL/HQ/Land and Revenue/2019/02, dated the 25th June, 2019]

SUB BLOCK –II:

(A) Revenue and Government land:

Sr. No.	Name of village	Patwari circle number	Tehsil	District	Area (in hectares)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Muher	27	Singrauli	Singrauli	85.52	Part
				Total: 85.52 hectares(approximately) or 211.320 acres (approximately)		

Boundary description --Sub Block --II :

I-J: The line starts from point 'H' and passes through village Muher and same line passes over the boundary of previously acquired land of Gorbi Block 'B' and meets at point 'J'.

J-K-L : Line starts from point 'J' and passes through village Muher and same line passes over the boundary of previously acquired land of Gorbi Block 'B' Extension – II and meets at point 'L'

L-M-N-I : Line starts from point 'L' and passes through point 'M' and 'N' and village Muher and meets at starting point 'I'.

[F. No. 43015/15/2019-LA&IR]

MUKESH, Under Secy.

नई दिल्ली, 2 सितम्बर, 2019

का.आ. 1622.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 02 नवम्बर, 2016 में प्रकाशित, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 3358(अ), तारीख 01 नवम्बर, 2016 के प्रकाशन पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए हैं;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि सेंट्रल कोलफील्ड्स लिमिटेड, दरभंगा हाउस, रांची-834 001, झारखंड (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि 189.99 एकड़ (लगभग) या 76.91 हेक्टेयर (लगभग) उक्त भूमि में या उस पर के सभी अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 02 नवम्बर, 2016 से निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनी में निहित हो जाएंगे, अर्थात्:-

- (1) सरकारी कंपनी उक्त अधिनियम के उपबंधों और अन्य सुसंगत विधियों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों आदि से संबंधित और वैसी ही मदों की बाबत सभी संदाय करेगी ;
- (2) सरकारी कंपनी द्वारा शर्त (1) के अधीन, संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और किसी ऐसे अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार, निहित उक्त भूमियों में या उस पर के अधिकारों के लिए या उनके संबंध में अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत सभी व्यय भी सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;
- (4) सरकारी कंपनी के पास केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, इस भूमि को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और

(5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं।

[फा. सं. 43015/07/2013-एलए एण्ड आईआर (खंड-I)]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 2nd September, 2019

S.O. 1622.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 3358(E), dated the 1st November, 2016, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 2nd November, 2016 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all the rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas, the Central Government is satisfied that the Central Coalfields Limited, Darbhanga House, Ranchi-834 001, Jharkhand (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said land measuring 189.99 acres (approximately) or 76.91 hectares (approximately) and all rights in or over the said land so vested, shall with effect from the 2nd November, 2016, instead of continuing to so vest in the Central Government, vest in the Government company, subject to the following terms and conditions, namely:-

- (1) the Government company shall make all payments in respect of compensation, interest, damages, etc. and the like, as determined under the provisions of the said Act and other relevant laws;
- (2) a Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights in or over the said land, so vested, shall also be borne by the Government company;
- (3) the Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceeding by or against the Central Government or its officials regarding the rights in or over the said land so vested;
- (4) the Government company shall have no power to transfer the lands to any other person without the prior approval of the Central Government; and
- (5) the Government company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[F. No. 43015/ 07/ 2013-LA & IR(Vol-I)]

RAM SHIROMANI SAROJ, Dy. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 27 अगस्त, 2019

का.आ. 1623.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 03/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुआ था।

[सं. एल-22011/1/2018-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENTNew Delhi, the 27th August, 2019

S.O. 1623.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Guwahati as shown in the Annexure, in the industrial dispute between the Management of M/s. Food Corporation of India and their workmen, received by the Central Government on 16.08.2019.

[No. L-22011/1/2018-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM****Present:** Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B. Presiding Officer,

CGIT-cum-Labour Court, Guwahati.

Ref. Case No.03 of 2018

In the matter of an Industrial Dispute between :-

The Management of Food Corporation of India, Silchar, Assam.

-Vrs-

Workmen Sri Swadesh Roy & Ors., Cachar, Assam.

APPEARANCES :

For the Workmen. : Mr. S. Bharali, Advocate

Mr. N.Sarkar, Advocate

For the Management. : None Appeared

Date of Award : 07.08.2019**AWARD**

1. This Industrial Dispute between the workmen (as per the list enclosed) and the management of Food Corporation of India, Ramnagar, Silchar was referred to this Tribunal by the appropriate Government vide Notification No.-L-22011/1/2018-IR(CM-II) dated 04.06.2018 with the following schedule.

SCHEDULE

“Whether the demand raised by Shri Swadesh Roy S/o Late Shri Sailendra Chandra Roy, Sri Ranjan Chandra S/o Late Rasamoy Chanda, Sri Raju Debnath S/o Late Haridas Debnath and Sri Samir Chanda S/o late Bijoy Kumar Chanda in his representation dated 08.03.2013 for regularization of service in Grade-IV in FCI, FSD, Ramnagar, Silchar or anywhere under Area Manager, FCI, Silchar, Cachar with admissible pay scale and other allowances of FCI or alternatively to allow the petitioners to continue in the job of water carrier/cleaner as casual/temporary/daily wage workers is just, fair and legal ? If not, to what relief the concerned workmen are entitled?”

2. On receipt of the reference, notices were issued to the parties. Workmen side appeared and submitted their written claim statement. The management side, however, remained absent without any steps. As a result, the matter proceeded ex-parte vide order dated 13.11.18 passed by this Tribunal.

3. According to the claim statement of the workers they were working as casual workers in Food Corporation of India, Silchar on daily wage basis being engaged by the District Manager, FCI, Silchar from time to time. The concerned 4 workers in this reference claimed to have been engaged in different years namely 1992, 1996 and 1999. It was further stated that in addition to their job as water carrier they were also used to be engaged by the management for cleaning works. In this way the workers have been continuously working and were being paid remuneration from the contingency Fund of the Depot of FCI in cash in different rate and time on daily wage basis.

4. However in the year 2010 the management decided to engage the concerned workers under contractor and accordingly a letter was written to the Area Manager, FCI, Silchar by the Depot Manager stating that since the Account Section was objecting to such engagement of workers on daily wage they proposed to get those work done through contractor. Accordingly the Manager, FCI, District Office, Silchar vide letter dated 26.05.2010 requested M/S Lokenath Traders, Silchar for supply of 10 numbers of unskilled labourer from 1st June, 2010 for FCI, Silchar with a negotiated rate.

5. It was also stated that after having changed the status of the workers from daily wage workers to contract labours in 2010, they were ultimately disengaged from work in the year 2012. The workers, then, approached the Manager of FCI and requested him to ask the contractor to engage them and the O.P. No.2, the Area Manager, FCI, Silchar instructed the contractor to engage them and accordingly they were engaged again in the month of September, 2012. It was also stated that on 08.03.2013 a complaint was filed by the petitioners before the Assistant Labour Commissioner (Central), Silchar for regularization of their services in Grade-IV category in FCI. Alternatively they prayed for allowing them to continue in the job of water carrier/cleaner either on casual or daily wage basis. It was also stated that after sudden termination of their job even the regular employees working in the FCI Shed were also suffering a lot of problem and accordingly the Shed In-Charge, FCI requested the Area Manager, FCI, District Office, Silchar for continuation of their engagement. After submission of the dispute before the Assistant Labour Commissioner (central), conciliation proceeding was held and during the proceeding on 07.01.2016 the Department showed their willingness to redress the grievances of the petitioners and accordingly next date for further conciliation was fixed on 17.02.2016. But during pendency of conciliation proceeding before the Assistant Labour Commissioner, the petitioners were disengaged from 01.02.2016 in a most arbitrary and illegal manner. Thereafter the workers informed ALC (Central), Silchar about their disengagement. But concerned Assistant Labour Commissioner (Central) held that the concerned workers, at the relevant point of time, were contract labours under contractor and FCI was only the principal employer. However, an attempt was made for some kind of amicable settlement but when the attempt did not bear any result, a conciliation failure report was sent to the appropriate government. The appropriate government then, referred this dispute to this Tribunal.

6. The matter was proceeding ex-parte and the management side remained absent on all dates. The evidence on Affidavit submitted by the concerned workers remained un-rebutted. After submission of evidence-in-chief on affidavit along with documents by the workers, it was found that there were repetitions in exhibit numbers. Accordingly, the workers side was informed and they appeared and corrected the exhibit numbers of the documents.

7. All the four workers listed in the reference submitted their evidence-in-chief on Affidavit along with certain documents. Apart from the dates of initial entry in "service" of the respective workers, which are different from each other, there is not much variation in the evidence of the witnesses.

8. During argument the learned lawyers appearing for the workmen side submitted that the workers were originally engaged as casual employees directly under the F.C.I but subsequently in the year 2010 they were shown as a contract labourers which was completely illegal and unjustified. It was further argued that in view of the admitted facts that the workers were originally in casual employment of F.C.I. they should be deemed to be such casual employees under the F.C.I. till their "illegal and arbitrary" discontinuation.

9. From the examination in-chief on Affidavit submitted by the 4 witnesses it appeared that all of them were originally working in the F.C.I, Silchar, Assam as water carrier etc on casual/daily wage basis. W.W.1 was engaged in the year 1992 as water carrier, W.W.2 was engaged in the year 1996 as water carrier, W.W.3 was also engaged in the year 1996 as water carrier and W.W.4 was engaged in the year 1999 as water carrier. But admittedly, from the year 2010 they were engaged as contract labour through contractor, meaning thereby that all of them were, from the year 2010, were no longer direct daily wage workers under FCI. From the year 2010 they were contract labours engaged through contractors. It also appeared from the materials on record that from the time they were engaged as contract labours their wages were paid by the concerned contractor. Two years thereafter, that is, from the year 2012 the contractor refused to engage them. However, in the month of September 2012 they were engaged by the contractor. On 8.3.2013 the workers

submitted a complaint to the Assistant Labour Commissioner (Central), Silchar for regularization of their services. Their alternative prayer was to continue their jobs as daily wage workers. The concerned Shed In-charges of FCI wrote to the concerned FCI authority to continue their engagement. The FCI authority however, did not accept the requests. The concerned Assistant Labour Commissioner held conciliation proceeding but the proceeding failed to yield any positive result for the workers and the failure report was sent to the appropriate government and thereafter the matter was referred to this tribunal.

10. It appeared from Exhibit-7 that in the year 2012 the services of the concerned workers were actually under a contractual system and they were engaged in the F.C.I through a contractor. It also appeared that in the month of June/July, 2012 all the 4 workmen were denied engagement by the contractor. They filed complaint to the Assistant Labour Commissioner (Central), Cachar, Silchar for regularization of their services in Grade-IV category. The photo copy of the complaint was exhibited as Exhibit-9. From Exhibit-9 it appeared that the workers used to work as water carrier continuously up to May, 2010 as Casual workers directly under FCI but from June, 2010 they were engaged under Contractor named Sri Loknath Traders. It was also stated that in the meeting held on 27.09.2013 the concerned workers appeared before the Assistant Labour Commissioner (Central), Silchar and the management side also appeared and the copy of the proceeding was exhibited as Exhibit-10. It was also mentioned that on 08.01.2016 the management appeared before the Assistant Labour Commissioner and on principle agreed to the demands of the workers and requested for one more date to enable the management to obtain the necessary approvals. The minutes of the concerned proceeding was exhibited as Exhibit-13. It was also stated that during that time they were engaged as contract labours but suddenly their engagements were terminated. It also appeared from the evidence that it was shown to the Assistant Labour Commissioner (Central), Silchar that the wages of the concerned workers were being directly paid to their bank accounts by the contractor. It was also found that the concerned contract labourers were paid as per Minimum Rate of Wages. From the evidence of the workers it also appeared that in the year 2010 the concerned workers were moved to the contractual system and were under contractor and hence, they were not directly employed under F.C.I and F.C.I was only the principal employer.

11. In the reference, the appropriate Government raised basically 2 issues. Firstly, whether the representation of the concerned workers for regularization of their services in Grade-IV in F.C.I, FSD, Ramnagar, Silchar or anywhere under Area Manager, F.C.I, Silchar, Cachar with admissible pay and other allowances was justified. Secondly, in the event of non regularization whether they should be allowed to continue in the job of water carrier/cleaner as casual employee.

12. In regard to automatic regularization, the law is clear that there cannot be any automatic regularization of service bypassing the regular recruitment process in any public enterprise or public office. Admittedly, FCI is a government establishment and it has to follow its laid down rules and norms like open advertisement and eligibility test etc for filling up any regular vacancy. In regard to continuation of their service as casual worker, there appeared no scope to grant the relief sought by the workers. Admittedly, the workers were contract labours when they were disengaged. They were not casual employees directly under the FCI at that point of time. Engagement of contract labours through contractor would arise only if the principal employer had necessity of service of such contract workers. Clearly, the workers were not working against any regular vacancy and were admittedly working in FCI under contractor as contract labour. In the above factual background there appears no scope to grant the alternative relief, namely continuation of their engagement as casual employees. It has to be kept in mind that at the relevant time they were contract labour and were directly paid by the contractor. Hence, the reliefs sought by the workers did not appear to be legally justified.

13. However, considering the fact that the workers served in FCI for a reasonably long period, firstly as daily wage workers and then as contract labours, I deem it appropriate to give the following directions to the concerned management of the FCI. If in future the management has the necessity of such service as was provided by the concerned workers, the management shall consider engagement of the concerned workers subject to their suitability. That apart, if the concerned management proceeds, in future, for regular recruitment in the category in which the workers were working, the concerned workers shall be allowed to participate in the recruitment process subject to eligibility criteria as per rules except that of "age". If the workers are found to be over aged, their age shall be condoned by the concerned authority to enable them to participate in the recruitment process if they fulfill other eligibility criteria.

14. The reference stands disposed of with the Award as indicated above.

Given under the hand and seal of this Tribunal, this 7th August, 2019.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का.आ. 1624.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेशन इंजीनियर, दूरदर्शन अनुरक्षण केंद्र एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोटा के पंचाट (संदर्भ संख्या 14/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.08.2019 को प्राप्त हुआ था।

[सं. एल-42012/199/2002-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 27th August, 2019

S.O. 1624.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 14/2003) of the Industrial Tribunal-cum-Labour Court, Kota, as shown in the Annexure, in the industrial dispute between the employers in relation to the Station Engineer, Doordarshan Maintenance Kendra and their workman, which were received by the Central Government on 26.08.2019.

[No. L-42012/199/2002-IR(CM-II)]

RAJENDER SINGH, Section Officer

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा, (राज.)

पीठासीन अधिकारी—श्री विक्रान्त गुप्ता, आर.एच.जे.एस.
निर्देश प्रकरण क्रमांक: औ. न्या. (केन्द्रीय)—14/2003
दिनांक स्थापित: 31/03/2003

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश
क्र. एल-42012/199/2002-(आईआर(सीएम-II)) /दिनांक 11/03/2003 एवं सपटित शुद्धिपत्र
दिनांक 08/07/2008

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क)
औद्योगिक विवाद अधिनियम, 1947

मध्य
रामस्वरूप बैरवा पुत्र माधोलाल बैरवा द्वारा जोईन्ट सेक्रेटरी, हिन्द मजदूर सभा, छावनी, कोटा (राज.)।

—प्रार्थी श्रमिक

एवं

स्टेशन इंजीनियर, दूरदर्शन मेन्टीनेन्स केन्द्र, कोटा (राज.)।

—अप्रार्थी नियोजक

उपस्थित :

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री पुरुषोत्तम दाधीच
अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री आर.सी.गोयल

:: अधिनिर्णय : दिनांक: 24/04/2019

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 11/03/2003 के जरिये निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ प्राप्त हुआ। तदुपरान्त एक शुद्धिपत्र दिनांक 08/07/2008 का भी प्राप्त हुआ जिसके अनुसार उक्त आदेश/रेफ्रेन्स की अनुसूची की तृतीय लाइन में अंकित शब्द "act of terminating the services of the claimant" के बाद शब्द "w.e.f. 01/01/2000" और जोड़े जाने का उल्लेख हुआ है। अतः उक्त संशोधनोपरान्त अब आदेश/रेफ्रेन्स अनुसूची निम्नानुसार हो जाती है:—

"Whether the contention of workman Shri Ramswaroop Bariwa that he has worked continuously for more than 240 days in consecutive 12 months during the period from 1.1.98 to 1.1.2000 is correct and justified? If yes, whether the act of terminating the services of the claimant w.e.f.01/01/2000 by the Station Engineer, Doordarshan Maintenance Centre, Kota is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना/नोटिस विधिवत जारी कर अवगत करवाया गया।
3. प्रार्थी श्रमिक की ओर से स्टेटमेंट आफ क्लेम न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्त: यह अभिकथित किया गया है कि प्रार्थी श्रमिक को अप्रार्थी नियोजक स्टेशन इंजीनियर, दूरदर्शन मन्टीनेन्स सेन्टर, कोटा द्वारा दिनांक 01/01/98 से दैनिक वेतन पर सेवा में नियोजित किया गया था, तब से उसने दिनांक 31/12/99 तक निरन्तर कार्य करते हुए 240 दिन से भी काफी अधिक समय तक कार्य कर लिया था, तथापि उसे दिनांक 01/01/2000 से अचानक बिना कोई कारण बताये व बिना किसी पूर्व सूचना के सेवा से पृथक कर दिया गया जो अवैध है। यह भी अभिकथित किया गया है कि उसे सेवा से पृथक किये जाने से पूर्व अधिनियम की धारा 25-एफ के प्रावधानान्तर्गत एक माह का नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा नहीं दिया गया। इसके अतिरिक्त उसे सेवा से पृथक किये जाने के बाद कई नये श्रमिक भी नियोजित कर लिये गये तथा उसे पुनः नियोजन का अवसर नहीं दिया गया जोकि अधिनियम की धारा 25-एच के प्रावधान की अवहेलना है। अन्त में प्रार्थी श्रमिक द्वारा उसे उक्तानुसार सेवा से पृथक किया जाना अनुचित व अवैध घोषित करते हुए पिछले सम्पूर्ण वेतन, लाभों सहित सेवा पर बहाल किये जाने का अनुतोष प्रदान किये जाने की प्रार्थना की गयी है।
4. अप्रार्थी ओर से उक्त क्लेम का जवाब प्रस्तुत कर प्रतिवाद स्वरूप यह अभिकथित किया गया है कि प्रार्थी को अप्रार्थी ने दैनिक वेतन पर कभी सेवा में नियोजित नहीं किया, ना उसे नियुक्ति-पत्र दिया गया। अप्रार्थी के यहाँ जब कार्य की आवश्यकता होती थी तथा स्वयं प्रार्थी कार्य करने हेतु उपस्थित होता था तो वह कार्य सम्पादित करके मजदूरी/वेतन प्राप्त कर लेता था। प्रार्थी ने दि.01/01/98 से 31/12/99 तक किसी भी कलैण्डर वर्ष में निरन्तर कार्य करते हुए 240 दिन या उससे अधिक कार्य नहीं किया। प्रार्थी का केस छंटनी का नहीं होने से अधिनियम की धारा 25-एफ के उल्लंघन का कोई प्रश्न ही नहीं उठता। प्रार्थी को नौकरी से हटाने व नये श्रमिक नियोजित किये जाने का कथन अस्वीकार्य है, अतः अधिनियम की धारा 25-एच की अवहेलना का भी कोई प्रश्न उत्पन्न नहीं होता। अन्त में प्रार्थी का क्लेम निराधार तथ्यों का होने से निरस्त किये जाने की प्रार्थना की गयी है।
5. साक्ष्य में प्रार्थी पक्ष की ओर से स्वयं प्रार्थी रामस्वरूप तथा अप्रार्थी पक्ष की ओर से हरिगोपाल शर्मा, सहायक अभियन्ता के शपथ-पत्र प्रस्तुत हुए जिनसे उभयपक्ष के प्रतिनिधिगण द्वारा परस्पर जिरह की गयी। उभयपक्ष की ओर से प्रलेखीय साक्ष्य भी प्रस्तुत की गयी जिसका यथसमय उल्लेख किया जावेगा।
6. उभयपक्ष के विद्वान प्रतिनिधिगण की बहस सुनी गयी जो बहस मुख्यतः उनके द्वारा प्रस्तुत अपने-अपने अभ्यावेदनों पर ही आधारित रही है। उभयपक्ष की ओर से लिखित बहस भी प्रस्तुत की गयी है।
7. प्रार्थी की ओर से प्रमुख रूप से तर्क यही रहा है कि प्रार्थी की नियुक्ति दैनिक वेतन पर दिनांक 01/01/1998 से अप्रार्थी नियोजक स्टेशन इंजीनियर, दूरदर्शन मन्टीनेन्स सेन्टर, कोटा के यहाँ हुई थी तथा उसने दिनांक 31/12/99 तक निरन्तर 240 दिन से अधिक कार्य पूर्ण कर लिया था। प्रार्थी का तर्क है कि उसे दिनांक 01/01/2000 से अचानक बिना कारण बताये सेवा से पृथक कर दिया गया, सेवा से हटाने से पूर्व उसे ना तो धारा 25-एफ अधिनियम के तहत एक माह का नोटिस दिया व ना ही नोटिस के बदले वेतन का भुगतान किया व ना ही छंटनी का मुआवजा दिया। प्रार्थी का यह भी तर्क है कि सेवा समाप्ति के समय उससे कनिष्ठ अनेक व्यक्ति अप्रार्थी के यहाँ कार्यरत थे तथा बाद में अन्य कई नये श्रमिक भी नियोजित कर लिये गये। प्रार्थी का तर्क है कि उसकी सेवायें धारा 25-एफ तथा 25-एच के प्रावधानों का उल्लंघन करके समाप्त की गयी है जो उचित एवं वैध नहीं है, उसे सेवा में समस्त पारिणामिक लाभों सहित बहाल किया जावे। प्रार्थी पक्ष की ओर से अपने तर्कों व लिखित बहस के समर्थन में निम्न न्यायदृष्टांत पेश किये गये हैं:-

1-2006(108)एफएलआर 213(एस.सी.)-आर.एम. येल्लट्टी बनाम असिस्टेन्ट एक्जीक्यूटिव इंजीनियर,

2-आरएलडबल्यू.2005(3) पृष्ठ 1926-मैनेजर मै. मित्तल मैन्यूफैक्चरिंग कंपनी बनाम छोटाराम एवं अन्य,

3-आरएलआर 1998(1) पृष्ठ 209-स्टेट आफ राज. जरिये सेक्रेट्री, पीडबल्यूडी एवं अन्य बनाम जनरल सेक्रेट्री, सवाईमाधोपुर जिला पीडबल्यूडी एम्. यूनियन, गंगापुर सिटी एवं अन्य,

4-2004 डबल्यूएलसी 380(राज.)-यूसी-स्टेट आफ राज. एवं अन्य बनाम श्रवण एवं अन्य,

5-आरएलआर 2003(2) पृष्ठ 215-स्टेट आफ राज. बनाम शेरसिंह एवं अन्य,

6-आरएलआर 2005(3)पृष्ठ 662-स्टेट आफ राज. बनाम फेज मोहम्मद एवं अन्य,

7-आईआईआर 1968 एससी 1413-गोपालकृष्ण जी केतकर बनाम मोह.हाजी लतीफ एवं अन्य,

8-2005(9)आरडीडी 3604(राज.)-आत्माराम बनाम जज, लेबर कोर्ट एवं अन्य,

9-1977 डबल्यू.एल.एन. (यूसी)569-पारुमल एवं अन्य बनाम स्टेट आफ राज. एवं अन्य,

- 10-1996(II)एलएलजे316(राज.)-चीफ इंजीनियर, इरीगेशन बनाम कमलेश एवं अन्य,
- 11-2010 एससीएलजे 354-कृष्णसिंह बनाम एकजी. इंजीनियर, हरियाणा स्टेट एग्रीकचरल मार्क. बोर्ड रोहतक,
- 12-2010 एससीएलजे 335-अनूप शर्मा बनाम एकजी. इंजीनियर पब्लिक हेल्थ डिविजन नं.1 पानीपत (हरियाणा),
- 13-2015(144)एफएलआर 837-जसमेर सिंह बनाम स्टेट आफ हरियाणा,
- 14-2007(3)सीडीआर 1923(राज.)-असि. इंजीनियर, डिस्ट्रिक्टूरी सब डिविजन राईट मेन केनाल, चम्बल प्रोजेक्ट अन्ता, कोटा,
- 15-2010(124)एफएलआर 5(राज.)-राज.एग्रीकचरल यूनिवर्सिटी एवं अन्य बनाम इण्ड. ट्रिब्यूनल एण्ड लेबर कोर्ट एवं अन्य,
- 16-2005(8)आरआरडी 3280(राज.)-पृथ्वीराज बनाम लेबर कोर्ट जोधपुर एवं अन्य,
- 17-1976 एससीएलजे 85-स्टेट बैंक आफ इण्डिया बनाम एन.सुन्दर मनी,
- 18-1976 एससीएलजे 247-हिन्दुस्थान स्टील लि. बनाम स्टेट आफ उड़िसा एवं अन्य,
- 19-2015(1)सीडीआर 132(राज.)-स्टेट आफ राज. बनाम सुरेन्द्र कुमार एवं अन्य,
- 20-2008(118)एफएलआर 684(राज.)-म्यूनिसिपल बोर्ड, लाखेरी, बूंदी बनाम श्रीमती मंगली बाई एवं अन्य,
- 21-आरएलडबल्यू2005(1) पृष्ठ 584-कैलाशचन्द्र बनाम स्टेट आफ राज. एवं अन्य,
- 22-आरएलआर 1991(2) पृष्ठ 158(राज.)-ओरियन्टल बैंक आफ कॉमर्स बनाम पी.ओ. सेन्ट्रल गर्व.इण्ड. ट्रिब्यूनल एवं अन्य,
- 23-आरएलआर 2005(3) पृष्ठ 592(राज.)-ब्लॉक डवलपमेन्ट ऑफिसर एवं अन्य बनाम छगनलाल एवं अन्य,
- 24-2008(1)सीडीआर 271(राज.)-एमडीएस यूनिवर्सिटी, अजमेर बनाम कैलाशचन्द्र एवं अन्य,
- 25-1978(37) एफएलआर 240 (एससी)-हिन्दुस्थान टिन वर्क्स प्रा.लि. बनाम एम्पलोईज ऑफ मै. हिन्दुस्थान टिन वर्क्स प्रा. लि.,
- 26-2013(139)एफएलआर 541 (एससी)-दीपाली गुण्डु सर्वेस बनाम कान्ति जूनियर अध्यापक एवं अन्य,
- 27-2015(145)एफएलआर 184(एससी)-मेकेनन मेकेनिज एण्ड कंपनी लि. बनाम मेकेनन एम्पलोईज यूनियन,
- 28-2015(III)एसएलटी 444(एससी)-स्टेट आफ यूपी बनाम चरण सिंह,
- 29-2010(124)एफएलआर 700 (एससी)-हरजिन्दर सिंह बनाम पंजाब स्टेट वेयरहाउसिंग कोर.,
- 30-2003(97)एफएलआर 608 (एससी)-एस.एम.निलाजकर बनाम टेलीकॉम डिस्ट्रिक्ट मैनेजर, कर्नाटक,
- 31-सिविल अपील सं. 7463/2009-डॉयरेक्टर, फिशरिज टर्मिनल डिविजन बनाम भीखूभाई मेघाजीभाई चावडा-(एससी) निर्णय दिनांक 09/11/2009

8. प्रार्थी की ओर से प्रस्तुत उक्त सभी न्यायदृष्टांतों का मैंने सम्मानपूर्वक अध्ययन कर उनसे मार्गदर्शन प्राप्त किया। माननीय उच्चतम न्यायालय एवं माननीय उच्च न्यायालयों द्वारा प्रस्तुत उक्त न्यायदृष्टांतों में सार रूप में विधि का सिद्धांत प्रतिपादित किया गया है कि धारा 25-एफ औ.वि. अधिनियम, 1947 के प्रावधान आज्ञापक प्रकृति के हैं। किसी भी कर्मकार ने यदि सेवा समाप्ति से पूर्व अन्तिम कलैण्डर वर्ष में 240 दिन या अधिक का कार्य कर लिया है तो धारा 25-एफ अधिनियम के प्रावधान लागू होते हैं। उक्त प्रावधानुसार सेवा समाप्ति के समय कर्मकार को धारा 25-एफ के अनुसार एक माह का नोटिस अथवा नोटिस अग्रिम वेतन एवं छंटनी मुआवजा राशि सेवा समाप्ति के साथ ही दी जानी चाहिए। उक्त न्यायदृष्टांतों में विधि का यह भी सिद्धांत प्रतिपादित किया गया है कि यद्यपि कर्मकार/प्रार्थी के कार्यदिवस सिद्ध करने का भार प्रार्थी पर है, परन्तु यदि प्रार्थी शपथ-पत्र में यह कथन करता है कि उसने अन्तिम कलैण्डर वर्ष में 240 दिन या उससे अधिक का कार्य कर लिया है एवं अप्रार्थी द्वारा उपस्थिति रजिस्टर या मस्ट्रोल पेश नहीं की जाती हैं तो उपयुक्त प्रकरण में अप्रार्थी के विरुद्ध यह अवधारणा धारित की जा सकती है कि यदि अप्रार्थी समस्त रिकार्ड यानि मस्ट्रोल, उपस्थिति रजिस्टर न्यायालय में पेश नहीं करता है तो इसका आशय यह है कि प्रार्थी/कर्मकार ने शपथ-पत्र में कथनानुसार अन्तिम कलैण्डर वर्ष में 240 दिवस या उससे अधिक कार्य कर लिया है।

9. उक्त न्यायदृष्टों के अनुसार कर्मकार द्वारा विवाद देरी से उठाये जाने को घातक नहीं माना गया है, साथ ही कर्मकार को उसकी सेवा समाप्ति अवधि तथा अनुचित ठहराये जाने पर पूर्ण वेतन सहित सेवा में बहाली का हकदार भी माना गया है।

10. अप्रार्थी पक्ष की ओर से प्रमुख रूप से यही तर्क रहा है कि प्रार्थी श्रमिक को अप्रार्थी ने कभी भी दैनिक वेतन पर सेवा में नियोजित नहीं किया, उसे नियुक्ति-पत्र नहीं दिया, उसकी सेवायें समाप्त नहीं की गयीं, प्रार्थी स्वयं कार्य हेतु इच्छुक होता तो वह कार्य पर उपस्थित होकर कार्य सम्पादित कर मजदूरी/वेतन प्राप्त कर लेता था। उनका यह भी तर्क है कि प्रार्थी श्रमिक ने दि.01/01/98 से 31/12/99 तक ना तो निरन्तर कार्य किया है व ना ही इस अवधि में 240 दिवस या अधिक का कार्य किया है। उनका यह भी तर्क है कि प्रार्थी श्रमिक का मामला छंटनी की परिभाषा में नहीं आता है। उन्होंने प्रार्थी को नौकरी से हटाने के बाद ना तो कोई नया श्रमिक नियोजित किया व ना ही धारा 25-एफ तथा एच का उल्लंघन किया है। उनका यह भी तर्क है कि प्रार्थी ने अपने तर्कों के समर्थन में प्रदर्श डबल्यू.1 प्रमाण-पत्र दिनांक 16/05/2001 का अवलम्ब लिया है जिससे भी यह साबित नहीं होता है कि प्रार्थी ने अप्रार्थी के यहाँ लगातार दि.01/01/98 से 31/12/99 तक कार्य किया है। उनका तर्क है कि प्रदर्श डबल्यू.2 आदेश दिनांक 22/03/2000 है जिसके अनुसार प्रार्थी रामस्वरूप बैरवा द्वारा वर्ष 1998 में 256 दिन तथा वर्ष 1999 में 78 दिन ही कार्य करना दर्शित होता है। उन्होंने अपने तर्कों के समर्थन में अप्रार्थी साक्षी हरिगोपाल शर्मा के शपथ-पत्र का भी अवलम्ब लिया है। उन्होंने इस साक्षी के शपथ-पत्र के आधार पर यह तर्क दिया है कि अप्रार्थी के रिकार्ड के अनुसार प्रार्थी ने वर्ष 1999 के दौरान माह फरवरी, अप्रैल तथा जून, तीन माह में दैनिक वेतन भोगी श्रमिक के रूप में भुगतान बाउचर के माध्यम से भुगतान प्राप्त किया है जोकि प्रदर्श एम.1, एम.2 व एम.3 हैं जिनके अनुसार प्रार्थी ने सेवा समाप्ति दि.01/01/2000 से ठीक पूर्व अन्तिम कलैण्डर वर्ष में 240 दिन कार्य नहीं किया है। उन्होंने अपने तर्कों के समर्थन में न्यायदृष्टांत "2018(157) एफएलआर 1001(एससी)—मोहम्मद अली बनाम स्टेट आफ हिमाचल प्रदेश एवं अन्य" का अवलम्ब लिया है। उक्त न्यायदृष्टांत में माननीय उच्चतम न्यायालय ने विधि का सिद्धांत प्रतिपादित किया है कि अपीलार्थी द्वारा अलग-अलग स्कीम में वर्ष 80, 81, 82, 86 से 89 में 240 दिन कार्य किया गया तथा वर्ष 1990 में 195 दिन और सेवा समाप्ति से ठीक पूर्व अन्तिम कलैण्डर वर्ष में 19.5 दिवस कार्य किया गया, ऐसी स्थिति में अपीलार्थी धारा 25-एफ औ.वि.अधिनियम का लाभ प्राप्त करने का अधिकारी नहीं है।

11. मैंने उभयपक्ष के उक्त तर्कों पर ध्यानपूर्वक मनन किया तथा पत्रावली का ध्यानपूर्वक अवलोकन किया। पत्रावली के अवलोकन से स्पष्ट है कि प्रार्थी ने अपनी सेवा अवधि दि.01/01/98 से 31/12/99 को साबित करने के लिए प्रदर्श डबल्यू.1 का अवलम्ब लिया है। उक्त प्रदर्श डबल्यू.1 प्रमाण-पत्र दिनांक 16/05/2001 है जिसके अनुसार प्रार्थी रामस्वरूप ने दूरदर्शन रिले केन्द्र, कोटा में आकस्मिक श्रमिक के रूप में **Part time basis at regular intervals during 1998-1999(1st Jan. 98 to 31 Dec. 1999)** कार्य किया है। उक्त प्रदर्श डबल्यू.1 के अनुसार यह परिलक्षित होता है कि प्रार्थी ने **regular intervals** में काम किया है तथा लगातार दि.01/01/98 से 31/12/99 तक कार्य नहीं किया है। उक्त प्रमाण-पत्र के अनुसार प्रार्थी आकस्मिक श्रमिक तथा पार्ट टाइम श्रमिक के बेसिस पर काम किया है। उक्त दस्तावेज प्रदर्श डबल्यू.1 से यह साबित होना नहीं माना जा सकता कि प्रार्थी ने अप्रार्थी के यहाँ दिनांक 01/01/98 से 31/12/99 तक निरन्तर 240 दिन या अधिक समय तक कार्य किया है।

12. अब जहाँ तक प्रार्थी श्रमिक का यह तर्क कि प्रार्थी ने सेवा समाप्ति दि.01/01/2000 से ठीक पूर्व अन्तिम कलैण्डर में 240 दिन या उससे अधिक कार्य किया है, इस सम्बन्ध में प्रार्थी ने प्रदर्श डबल्यू.2 का अवलम्ब लिया है। प्रदर्श डबल्यू.2 के अनुसार प्रार्थी ने वर्ष 1998 में 256 दिन तथा वर्ष 1999 में मात्र 78 दिन ही कार्य किया है। अतः इस दस्तावेज से भी मात्र यह साबित होता है कि प्रार्थी ने सेवा समाप्ति से ठीक पूर्व अन्तिम कलैण्डर वर्ष में मात्र 78 दिन ही कार्य किया है। उक्त तथ्य की पुष्टि अप्रार्थी के साथी हरिगोपाल शर्मा, सहायक अभियन्ता की साक्ष्य से होती है जिसने अपने शपथ-पत्र में स्पष्ट रूप से कथन किया है कि कार्यालय रिकार्ड के अनुसार प्रार्थी को वर्ष 1999 के दौरान माह फरवरी, अप्रैल व जून कुल 3 माह में दैनिक वेतन भोगी के रूप में भुगतान बाउचर के माध्यम से भुगतान किया गया है जो बाउचर प्रदर्श एम.1, ए.2 तथा एम.3 हैं। उक्त भुगतान बाउचर प्रदर्श एम.1, एम.2 तथा एम.3 का भी ध्यानपूर्वक अवलोकन किया तो उनसे प्रकट होता है कि प्रार्थी को बाउचर दि.01/03/99 प्रदर्श एम.1 द्वारा माह फरवरी, 99 का वेतन दिया गया है, बाउचर दि.03/05/99 प्रदर्श एम.2 द्वारा माह अप्रैल, 99 का वेतन दिया गया है तथा बाउचर दिनांक 30/06/99 प्रदर्श एम.3 द्वारा प्रार्थी को माह जून, 99 का वेतन दिया गया है। इस प्रकार उभयपक्ष द्वारा प्रस्तुत मौखिक एवं दस्तावेजी साक्ष्य से केवल यह परिलक्षित एवं साबित होता है कि प्रार्थी ने सेवा समाप्ति दिनांक 01/01/2000 से ठीक पूर्व अन्तिम कलैण्डर वर्ष में कुल 3 माह की अवधि फरवरी, अप्रैल व जून, 1999 में ही काम किया है जो मात्र 78 दिन है तथा 240 दिन से कम कार्य किया है। अप्रार्थी पक्ष द्वारा प्रस्तुत न्यायदृष्टांत "2018(157) एफएलआर 1001(एससी)—मोहम्मद अली बनाम स्टेट आफ हिमाचल प्रदेश एवं अन्य" हस्तगत प्रकरण के तथ्यों पर पूर्णतया होता है। उक्त न्यायदृष्टांत में प्रार्थी कर्मकार मोहम्मद अली ने वर्ष 80, 81, 82 व 86 से 89 तक प्रत्येक कलैण्डर वर्ष में 240 दिन से अधिक कार्य किया था परन्तु सेवा समाप्ति से ठीक पूर्व अन्तिम कलैण्डर वर्ष में मात्र 19.5 दिन ही कार्य किया था, ऐसी स्थिति में उसे धारा 25-एफ अधिनियम का लाभ नहीं दिया गया। उक्त न्यायदृष्टांत हस्तगत प्रकरण के तथ्यों पर पूर्णतया लागू होता है तथा प्रार्थी ने जो उक्त उद्धृत न्यायदृष्टांत इस न्यायाधिकरण के समक्ष प्रस्तुत किये हैं वे हस्तगत प्रकरण से भिन्नता लिए हुए होने से लागू नहीं होते हैं। प्रार्थी समस्त मौखिक एवं दस्तावेजी साक्ष्य से यह साबित करने में असफल रहा है कि उसने सेवा समाप्ति से ठीक पूर्व अन्तिम कलैण्डर वर्ष में 240 दिन या उससे अधिक कार्य किया है। प्रार्थी द्वारा प्रस्तुत शपथ-पत्र के आधार पर यह नहीं माना जा सकता कि प्रार्थी ने सेवा समाप्ति से ठीक पूर्व अन्तिम कलैण्डर वर्ष में 240 दिन या उससे अधिक कार्य किया है।

13. माननीय उच्चतम न्यायालय ने न्यायदृष्टांत "2005 एलएलआर 737—मैनेजर आरबीआई, बैंगलोर बनाम एस.मनी एवं अन्य" में यह न्यायसिद्धांत प्रतिपादित किया है कि 240 दिवस पूर्ण कार्य किये जाने का सिद्धिभार प्रार्थी पर है। इसी प्रकार माननीय उच्चतम न्यायालय ने न्यायदृष्टांत "एआईआर 2006 एससी 355—आर.एम.येल्लदी बनाम असि. एकजीक्यूटिव इंजीनियर" में विधि का सिद्धांत प्रतिपादित किया है कि कर्मकार पर 240 दिन लगातार काम करने के तथ्य को साबित करने का जो भार है, उसमें कर्मकार द्वारा केवल मात्र अपने शपथ-पत्र में यह लिख देना कि उसने 240 दिन तक लगातार काम किया, पर्याप्त नहीं होगा, अपितु उसे किसी ठोस मौखिक एवं प्रलेखीय दस्तावेजी साक्ष्य से इस तथ्य को साबित करना होगा जिससे कि यह तथ्य

सम्पुष्ट हो सके। हस्तगत प्रकरण में भी प्रार्थी श्रमिक उक्तानुसार सेवा समाप्ति के ठीक पूर्व अन्तिम कलैण्डर वर्ष में निरन्तर 240 दिन कार्य पूर्ण किये जाने के तथ्य को किसी ठोस मौखिक व प्रलेखीय साक्ष्य से साबित करने में असफल रहा है। इसके अतिरिक्त प्रार्थी श्रमिक द्वारा ऐसी कोई दस्तावेजी साक्ष्य भी प्रकरण में प्रस्तुत नहीं की गयी है कि उसके सेवा समाप्ति के बाद किसी नये श्रमिक को सेवा में नियोजित किया गया हो, फलतः प्रार्थी श्रमिक अधिनियम की धारा 25-एच के प्रावधान के उल्लंघन किये जाने को भी साबित करने में असफल रहा है। इस प्रकार माननीय उच्चतम न्यायालय के उक्त न्यायदृष्टांतों के प्रकाश में हस्तगत प्रकरण में भी प्रार्थी श्रमिक अपने द्वारा प्रस्तुत की गयी उक्त मौखिक साक्ष्य के समर्थन में किसी ठोस प्रलेखीय साक्ष्य से अप्रार्थी नियोजक के यहाँ सेवा समाप्ति तिथि 01/01/2000 से ठीक पूर्व अन्तिम कलैण्डर वर्ष में निरन्तर 240 दिन कार्य पूर्ण किये जाने के तथ्य को प्रमाणित नहीं कर पाया है।

14. अब जहाँ तक प्रार्थी श्रमिक द्वारा अपने स्टेटमेंट आफ क्लेम में किया गया यह कथन कि अप्रार्थी द्वारा प्रार्थी श्रमिक को अधिनियम की धारा 25-एफ की पालना किये बगैर सेवा से हटा दिया गया, अतः उसका किया गया सेवा से निष्कासन अनुचित व अवैध है, का प्रश्न है, स्पष्टतः चूँकि उपरोक्त विवेचनानुसार जब स्वयं प्रार्थी श्रमिक अपनी मौखिक साक्ष्य के समर्थन में किसी ठोस प्रलेखीय साक्ष्य से सेवा पृथक तिथि 01/01/2000 से ठीक पूर्व अन्तिम कलैण्डर वर्ष में, अप्रार्थी के नियोजन में रहते हुए निरन्तर 240 दिन पूर्ण कार्य किये जाने के तथ्य को साबित करने में असफल रहा है तो ऐसी स्थिति में अप्रार्थी द्वारा अधिनियम की धारा 25-एफ की पालना किया जाना किसी भी स्थिति में अपेक्षित नहीं रहा है।

15. अतः उक्त सम्पूर्ण विवेचन के आधार पर यह न्यायाधिकरण इस निष्कर्ष पर पहुँचता है कि प्रार्थी श्रमिक, अप्रार्थी के नियोजन में रहते हुए तथाकथित नियोजनावधि में सेवा पृथक तिथि 01/01/2000 से ठीक पूर्व अन्तिम कलैण्डर वर्ष में निरन्तर 240 दिन पूर्ण कार्य किये जाने के तथ्य को साबित करने में असफल रहा है तथा वह इस तथ्य को भी साबित करने में असफल रहा है कि उसे कार्य से हटाने के बाद नये श्रमिक नियोजित किये गये हों, अतः ऐसे में प्रार्थी श्रमिक को अधिनियम की धारा 25-एफ एवं अन्य प्रावधानान्तर्गत कोई संरक्षण प्राप्त नहीं होने से वह अप्रार्थी से किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी घोषित होने योग्य नहीं पाया जाता है एवं निर्देश/रेफ्रेन्स भी इसी अनुरूप उत्तरित होने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासांगिक आदेश दिनांक 11/03/2003 एवं सपठित शुद्धिपत्र दिनांक 08/07/2008 के जरिये सम्प्रेषित निर्देश/रेफ्रेन्स विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी श्रमिक रामस्वरूप बैरवा, अप्रार्थी के नियोजन में रहते हुए तथाकथित नियोजनावधि में सेवा पृथक तिथि 01/01/2000 से ठीक पूर्व अन्तिम कलैण्डर वर्ष में निरन्तर 240 दिन पूर्ण कार्य किये जाने के तथ्य को साबित करने में पूर्णतया असफल रहा है तथा प्रार्थी इस तथ्य को भी साबित करने में असफल रहा है कि उसे कार्य से हटाने के बाद नये श्रमिक नियोजित किये गये हों, अतः ऐसे में प्रार्थी श्रमिक को अप्रार्थी के विरुद्ध अधिनियम की धारा 25-एफ एवं अन्य प्रावधानान्तर्गत कोई संरक्षण प्राप्त नहीं होने से वह अप्रार्थी से किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

विक्रान्त गुप्ता, न्यायाधीश

अधिनिर्णय आज दिनांक 24/04/2019 को खुले न्यायाधिकरण में सुनाया जाकर हस्ताक्षरित किया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जावे।

नई दिल्ली, 27 अगस्त, 2019

का.आ. 1625.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 148/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.08.2019 को प्राप्त हुआ था।

[सं. एल-22012/393/1998-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 27th August, 2019

S.O. 1625.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 148/2002) of the Cent.Govt.Indus.Tribunal-cum-Labour Lucknow, as shown in the Annexure, in the industrial dispute between the Management of M/s. Food Corporation of India and their workmen, received by the Central Government on 26.08.2019.

[No. L-22012/393/1998-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT LUCKNOW

PRESENT : RAKESH KUMAR, PRESIDING OFFICER

I.D. No. 148/2002

Ref. No. L-22012/393/98 - IR (C-II) dated: 02.08.2002

BETWEEN :

The State Secretary,
Bhartiya Khadya Nigam Karmchari Sangh
5-6, Habibullah Estate, Hazratganj, Lucknow.
(Espousing case of Sri S.S. Malviya)

AND

The Sr. Regional Manger
Food Corporation of India
5-6, Habibullah Estate, Hazratganj, Lucknow

AWARD

1. By order No. L-22012/393/98 - IR (C-II) dated: 02.08.2002 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bhartiya Khadya Nigam Karmchari Sangh, 5-6, Habibullah Estate, Hazratganj, Lucknow and the Sr. Regional Manger, Food Corporation of India, 5-6, Habibullah Estate, Hazratganj, Lucknow for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF FOOD CORPORATION OF INDIA, LUCKNOW IN WITHHOLDING PROMOTION OF SH. S.S. MALVIYA W.E.F. THE YEAR 1996 FOR FIVE YEARS IS LEGAL AND JUSTIFIED? IF NOT, TO WHAT RELIEF IS THE CONCERNED WORKMAN IS ENTITLED TO?”

3. The case of the workmen's union, in brief, is that the workman, S.S Malviya, had been issued a charge sheet under Regulation 60 of FCI (Staff) Regulation 1971 vide memo dated 27.07.1996. It has been submitted that the workman had not been furnished documents required by him to give effective reply to the charge sheet and he informed so to the opposite party vide his letter dated 06.11.1996; but the management of FCI, without taking into account his reply vide letter dated 06.11.1996, issued illegal penalty order dated 20.12.1996; accordingly the workman's union has prayed that the penalty order dated 20.12.1996 be set aside and the amount recovered/deducted from the workman on account of said penalty be paid to the workman with interest. Details of the allegations have been pleaded in the Claim Statement.

4. The management of the Food Corporation of India has disputed the claim of the workmen's union with submission that the workman concerned had been issued charge sheet as per Rules, for storage loss; and after providing reasonable opportunity to defend himself; was awarded punishment of recoveries of the alleged sum in accordance with the provisions contained in FCI (Staff) Regulation 1971. The management has also alleged that the workman should have availed alternate remedy of appeal against impugned orders, provided under regulation 70 of the FCI (Staff) Regulation – 1971; but he failed to do so; accordingly, the management has prayed that the claim of the workmen's union is devoid of any merit and is liable to be rejected.

4. The workmen's union filed rejoinder, reiterating his contentions, already made in the statement of claim.

5. The parties filed documents in support of their respective case and adduced oral evidence. The workman examined himself and in rebuttal, the management examined Sri K.N. Gupta, District Manager, Shri Ashraf Ali, Joint Manager and Sri Athar Sabri. The parties availed opportunity to cross-examine the witnesses of each other. The workman or his authorized representative did not turn up to submit their oral submissions, in spite of ample opportunities being afforded to it; however, the opposite party forwarded its oral arguments in support of their pleadings.

6. Heard intellect submissions of the learned counsel of the management and gone through entire evidence on record.

7. The workmen's union has come up with a case that the workman had been issued various illegal charge sheets for alleged storage loss and had been penalized with penalty order dated 20.12.1996, without affording him proper opportunity to defend himself.

8. Per contra, the case of the management is that the workman concerned had been issued various charges sheet for storage loss at different span of time; and after providing reasonable opportunity to defend himself, was awarded punishment of recovery of the alleged sum in accordance with the Rules and resultantly, the recovery was made; moreover, the workman did not avail alternate remedy of appeal against impugned orders, provided under regulation 70 of the FCI (Staff) Regulation – 1971.

9. From perusal of the terms of reference it is evident that the Appropriate Government, referred the present industrial dispute with terms of reference to check the validity of action of management of FCI, Lucknow in withholding promotion of S.S. Malviya w.e.f. the year 1996 for five years is legal and justified; whereas from pleadings and evidence led by the respective parties, it is apperant that the workmen's union has come up with a case of issuance of illegal charge sheet dated 27.07.1996 to the workman, S.S. Malviya and the management of FCI has rebutted the same. However, from records available on file, it comes out that the workmen's union vide its representation dated 07.01.2003, paper No. 14/2 14/3 requested the Government to amend the reference order under adjudication; but no corrigendum as such is available on record.

10. Hon'ble Rajasthan High Court in the case of *the Management, M/s. Rambagh Palace Hotel Ltd. V. Sate of Rajasthan 2000 (86) FLR 134* observed as under:

“It is settled law that the Industrial Tribunal can only adjudicate the reference made to it by the Government and cannot substitute its own reference or terms of reference or even cannot go beyond the terms of the reference. It is the function of the Tribunal to answer the reference as is referred to and once the reference has been made on the demand made by the workers/union, it is incumbent on the Labour Court or Industrial Tribunal to decide the same.....”

In *Tarsem Singh vs. Judge, Labour Court & others 2008 (116) FLR 346*, it was held as under:

“8. The Labour Court cannot enlarge the scope of reference nor can it deviate therefrom. It may be observed that the Labour that the Labour Court derives its jurisdiction from the reference made by the appropriate government and, therefore, it is bound to act within the four corners of the reference.

Hon'ble Supreme Court, in the case of *State Bank of Bikaner and Jaipur vs. Om Prakash Sharma 2006 (109)FLR 1203* laid bare the well settled proposition of law and, in the context, categorically held as follows:

“In the instant case, the award of the Labour Court suffers from an illegality, which appears on the face of the record. The jurisdiction of the Labour Court emanated from the order of the reference. It could not have passed an order going beyond the terms of reference. While passing the award, if the Labour Court exceeds its jurisdiction, the award must be held to be suffering from a jurisdictional error. It was capable of being corrected by the High Court in exercise of its power of judicial review. He High Court, therefore, clearly fell in error in refusing to exercise its jurisdiction. The award and the judgment of the High Court, therefore, cannot be sustained”

Hon'ble Apex Court in *Bhogpur cooperative Sugar Mills Ltd. vs. Harmesh Kumar (2008) 2 SCC (L&S) 128* observed as under:

“The Labour Court derived its jurisdiction from the terms in reference. It ought to have exercised its jurisdiction within the four corners thereof.”

Hon'ble Apex Court in the case of *Osshiair Prasad & others vs Employers in Relation to Management of Sudamdih Coal Washery of M/s. BCCL, Dhanbad 2015 (144) FLR 830* observed as under:

“25. It is thus clear that the appropriate Government is empowered to make a reference under section 10 of the Act only when “Industrial dispute exists” or “is apprehended between the parties”. Similarly, it is also clear that the Tribunal while answering the reference has to confine its inquiry to the question(s) referred and has no jurisdiction to travel beyond the question(s) or/and the terms of the reference while answering the reference. A fortiori, no inquiry can be made on those questions, which are not specifically referred to the Tribunal while answering the reference.

11. Thus, from the facts and circumstances of the case, terms of reference and law cited hereinabove, I am of considered opinion that the workman neither pleaded nor proved his case in accordance with the terms of reference; he has miserably failed to substantiate the allegation leveled in the claim statement; and this Tribunal cannot travel beyond the terms of reference; accordingly, the workman concerned is not entitled to any relief.

12. The reference under adjudication is answered accordingly.

13. Award as above.

LUCKNOW.

23rd July, 2019

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का.आ. 1626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या सीआर 24/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.08.2019 को प्राप्त हुआ था।

[सं. एल-22012/79/2002—आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 27th August, 2019

S.O. 1626.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CR 24/2003) of the Cent.Govt.Indus.Tribunal-cum-Labour Bangalore, as shown in the Annexure, in the industrial dispute between the Management of M/s. Food Corporation of India and their workmen, received by the Central Government on 13.08.2019.

[No. L-22012/79/2002-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 01ST AUGUST 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

CR 24/2003

I Party

The Secretary,
FCI Loading and Unloading
Workers Union,
No. 28, Raja Snow Building,
S.C. Road, Seshadripuram,
Bangalore (Karnataka) - 560020

II Party

The Senior Regional Manager,
Food Corporation of India,
10, P. Kalinga Rao Road,
Mission Road,
Bangalore (Karnataka) - 560027.

Appearance :

Advocate for I Party : Mr. K.T. Govinde Gowda

Advocate for II Party : Mr. B.L. Sanjeev

AWARD

The Central Government vide Order No. L-22012/79/2002(IR(CM-II) dated 23.04.2003 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the FCI Loading and Unloading Workers Union is justified in claiming the wages of Sardars and Mandals in the FCI Godowns at K.R.P.G., White-Field, Unkal-Hubli, K.R. Nagar & Nanjungoodu for 16 DPS labourers? If yes, to what relief they are entitled and from which date?”

1. The case of the 1st Party is,

The 2nd Party maintains Godowns, Depots, Railheads and other storage facilities for Storage, Transport, Distribution and Sale of food Grains. For the said purpose they engage Handling and Ancillary workers; for a group of 10-13 handling workers, there is one Maisthree and one Assistant Maisthree in all the Godowns. There are four categories of Labourers i.e., Regular Employees, Direct Paid Labourers / DPS and Contract Labourers. The Maisthree and Assistant Maisthree are called as Sardar and Mandal respectively. From 1965-1991, 2nd Party used to carry on activities through intermediaries or private Contractor by calling tenders and Awarding Contracts; the Godown Workers will not change with the change of Contractors. The 2nd Party and the Contractors did not extend the Statutory benefits to the workman. In February 1986, the 2nd Party and its Contractor attempted to retrench more than 450 Loading and Unloading Ancillary workers who were employed in various Godowns, Railheads and Depot of the Bangalore District. The 1st Party Union challenged the action before the Hon'ble High Court. W.P 3460/1986 was disposed off with a direction to the 2nd Party to treat the Workers who were employed through Contractor as on 28.08.1986 as its own workmen with same Terms and Conditions of service; in the event of retrenchment to comply with the statutory requirement of Sec 25(F) and (N) of the I.D Act etc. The 2nd Party preferred Writ Appeal against the order, the Writ Appeal was disposed directing the 2nd Party to regularise the service of the said workers in view of Prohibition of Contract Labour System by the Government w.e.f 1.11.1990. But the 2nd Party avoided implementing the Order, but used to extract work through its Worker's Co-operative Societies.

In another round of litigation, the Apex Court directed the workmen to approach Authority for absorption and regularisation; in another Writ Petition there was direction to the 2nd Party to implement the system of direct payment to the Godown workers and the same was enforced for the Godown workers from 1996 onwards. While implementing direct payment System / DPS Maisthree and Assistant Maisthree came to be treated as Sardar and Mandal respectively. They were paid higher rate of wages than the Handling workers at FCI K.R. Puram and FCI White-Field, same rate was not paid in respect of Unkal-Hubli (8 workers), K.R Nagar (4 workers) and Nanjangud (4 workers) same amounts to discrimination and disparity in wages. The 2nd Party is liable to pay the Sardars and Mandals named in the claim petition, differentiate amount which exceeds Rs.1,00,00,000/- (1 crore).

2. The 2nd Party while countering the claim allegations contends that, list of Sardars and Mandals who are working prior to introduction of DPS System were not provided by the Labour Union. The DPS was introduced as per the Terms and Conditions laid down by the head Quarters, after thorough identification / verification of Labourers by the comity constituted for the purpose. The demand of the Union for appointing Maistries and Assistant Maistries as Sardars and Mandals was accepted.

As per the Head Quarters letter No. IR(L/9(3)/95) dated 05.11.1996, wherever the post of Sardar and Mandal were functioning, same had to continued and no fresh Sardars or Mandals would be posted if same were not existing. The incentives are paid to such of the Sardars and Mandals who were working along with Gang Labourers carrying Bags. Thus, the Sardars and Mandals in FCI K.R. Puram and White-Field are paid incentives. The 16 Labourers named in the claim petition were not working as Maistries and Assistant Maistries and were not inducted by the committee as Sardars / Mandals during the implementation of DPS. They are not eligible for wages of Sardars and Mandals.

3. On behalf of the 1st Party, two witnesses are examined. The 1st witness is the Secretary of the Union; the 2nd witness is an employee of the Godown at Unkal-Hubli who is working since, 1983.

During the cross-examination of WW1, he admits the suggestion that as per the order dated 05.11.1996 the Sardars and Mandals were allowed to continue. No fresh Sardars and Mandals were appointed subsequently. The Sardars and Mandals working along with the Gang Workers were only eligible for incentives.

WW2 / the concerned workman of this dispute during his cross-examination admits that, as per the guidelines of the Labour Committee of the Management, Sardars and Mandals are designated.

4. Rebuttal evidence is adduced by the Management through their Assistant General Manager (AGM) of 2nd Party, reiterating the Counter Statement averments. During his cross-examination he admits the suggestion, that Sardar and Mandals were expected to report to the Depot Manager regarding the daily statements of receipts and issues, supervise the handling work and clear the Wagons and Lorries within stipulated time, count the number of bags in the stock and report the same to the shed incharge; they had to guide the handling workers as to how stock were to be stacked.

5. Both Parties have submitted their argument in writing.

When the 2nd Party in its counter statement made it clear that, only those of the Sardars and Mandals who were working with the gang Labourers and were carrying bags, only they were paid incentives; there is no counter to the same by the 1st Party. It is also not disputed that, the Union had not furnished the list of the Sardars and Mandals who were working prior to introduction of DPS System. The case of the 2nd Party stands to reason that the demand of the Union to appoint the Maistries and Assistant Maistries as Sardars and Mandals is considered and they are posted as Sardars and Mandals.

Though, the 1st party during the cross-examination of MW1, is successful in bringing out various responsibilities enjoined to the post of the Sardars and Mandals, they failed to establish that the 1st Party workman were eligible for the incentives which the Sardars and Mandals working with the Gang Labour are drawing. They are relaying on the Judgement of the Apex Court in FCI Workers Union vs FCI AIR 1990 SC 2178, wherein, the Principle of equal pay for equal work was highlighted; but the said Judgement do not come to their aid. The eligibility criteria for incentives are bestowed only to the certain category of workmen who were inducted by the Committee as per the guidelines of the FCI Head Quarters. There is nothing to presume that the 1st Party are discriminated from those Sardar and Mandals who are drawing incentives. There is no merit in their claim and they are not entitled for any relief in this dispute.

AWARD

The reference is rejected

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 01st August, 2019)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 28 अगस्त, 2019

का.आ. 1627.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पवन हंस लिमिटेड के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, अधिसूचना जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;
 - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
 - (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-
- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
- (ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।
6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/13/2011-एसएस-I]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 28th August, 2019

S.O. 1627.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of **M/s. Pawan Hans Limited** from the operation of the said Act. The exemption shall be effective for a period of one year from the date of issue of notification.

2. The above exemption is subject to the following conditions namely:-

- (1) The aforesaid establishment wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in

such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

- (5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :-
- (i) Verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
 - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
 - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
 - (e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/13/2011-SS-I]

SANTOSH KUMAR SINGH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1628—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **1 सितम्बर, 2019** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवास जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध बिहार राज्य के निम्नलिखित 22 जिलों के जिला मुख्यालय के नगर निकाय क्षेत्रों में प्रवृत्त होंगे, अर्थात्:-

“औरंगाबाद, अररिया, अरवल, बांका, पूर्वी चम्पारण, गोपालगंज, जमुई, जहानाबाद, कैमूर, खगड़िया, किशनगंज, लखीसराय, मधेपुरा, मधुबनी, नवादा, पूर्णिया, सहरसा, शेखपुरा, शिवहर, सिवान, सुपौल, पश्चिमी चम्पारण”

[सं. एस-38013/01/2018-एस.एस.-I]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1628.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the **1st September, 2019** as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the Municipal Limits of District Headquarters areas of following 22 districts in the State of Bihar namely:-

“AURANGABAD, ARARIA, ARWAL, BANKA, EAST CHAMPARAN, GOPALGANJ, JAMUI, JEHANABAD, KAIMUR, KHAGARIA, KISHANGANJ, LAKHISARAI, MADHEPURA, MADHUBANI, NAWADA, PURNIA, SAHARSA, SHEKHPURA, SHEOHAR, SIWAN, SUPAUL, WEST CHAMPARAN.”

[No. S-38013/01/2018-SS-I]

S. K. SINGH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1629.—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **1 सितम्बर, 2019** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध पश्चिम बंगाल राज्य के पहले के अधिसूचित क्षेत्रों के अलावा निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

“दार्जिलिंग जिला पश्चिम बंगाल के सभी क्षेत्र/संपूर्ण क्षेत्र”

[सं. एस-38013/05/2018-एसएस-I]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1629.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the **1st September, 2019** as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Section 77,78,79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas of State of West Bengal except the already notified areas namely:-

“All the areas of the districts DARJEELING, West Bengal.”

[No. S-38013/05/2018-SS-I]

S.K. SINGH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1630.—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **1 सितम्बर, 2019** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध नागालैंड राज्य के (पहले के अधिसूचित क्षेत्रों के अलावा) निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

राज्य	जिला	राजस्व केन्द्र
नागालैंड	कोहिमा	कोहिमा म्यूनिसिपल काउंसिल

[सं. एस-38013/08/2018-एसएस-I]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1630.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the **1st September, 2019** as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Section 77,78,79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas of State of Nagaland (except the already notified areas) namely:-

STATE	DISTRICT	ALL THE AREAS FALLING UNDER
NAGALAND	KOHIMA	KOHIMA MUNICIPAL COUNCIL

[No. S-38013/08/2018-SS-I]

S. K. SINGH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1631—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **1 सितम्बर, 2019** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों (पहले से अधिसूचित क्षेत्रों के अलावा) में प्रवृत्त होंगे, अर्थात्:

क्रम सं.	जिलों/कानाम
1.	नामक्कल
2.	तेनी
3.	कन्याकुमारी

[सं. एस-38013/03/2019-एसएस-1]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1631.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the **1st September, 2019** as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following District in the State of Tamil Nadu, in whole, in addition to the already implemented areas in the district namely:-

Sl. No.	Name of the District
1.	Namakkal
2.	Theni
3.	Kanyakumari

[No. S-38013/03/2019-SS-I]

S. K. SINGH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1632.—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **1 सितम्बर, 2019** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों (पहले से अधिसूचित क्षेत्रों के अलावा) में प्रवृत्त होंगे, अर्थात्:-

क्रम सं.	जिलों का नाम
1	तिरुप्पूर

[सं. एस-38013/05/2019-एसएस-1]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1632.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the **1st September, 2019** as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter V and VI (except Sub-Section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following District in the State of Tamil Nadu, in whole, in addition to the already implemented areas in the district namely:-

S.I No.	NAME OF THE DISTRICT
1	TIRUPPUR

[No. S-38013/05/2019-SS-I]

S. K. SINGH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1633.—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **1 सितम्बर, 2019** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों (पहले से व्याप्त क्षेत्रों के अलावा) में प्रवृत्त होंगे, अर्थात्:

क्रम सं.	राज्य	क्षेत्र
1.	पंजाब	“जिला अमृतसर, बरनाला, बठिण्डा, फरीदकोट, फतेहगढ़ साहिब, फाजिल्का, गुरदासपुर, होशियारपुर, जालंधर, कपूरथला, लुधियाना, मानसा, मोगा, मुक्तसर, नवांशहर (शहिद भगत सिंह नगर), फटानकोट, पटियाला, रूपनगर, साहिबजादा अजीत सिंहनगर (मोहाली), संगरूर, और तरनतारन के सम्पूर्ण क्षेत्र (पहले से व्याप्त क्षेत्रों को छोड़कर) ”
2.	पंजाब	“जिला मुख्यालय क्षेत्र फिरोजपुर”

[सं. एस-38013/06/2019-एसएस-I]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1633.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the **1st September, 2019** as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter V and VI (except Sub-Section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following Districts (including already notified areas) in the State of Punjab, namely:-

Sl. No.	State	Area
1.	Punjab	“Whole District of Amritsar, Barnala, Bathinda, Faridkot, Fatehgarh Sahib, Fazilka, Gurdaspur, Hoshiarpur, Jalandhar, Kapurthala, Ludhiana, Mansa, Moga, Muktsar, Nawanshahr (Shahid Bhagar Singh Nagar), Pathankot, Patiala, Rupnagar, Sahibzada Ajit Singh Nagar (Mohali), Sangrur and Tarntaran (excluding the area which are already notified).”
2.	Punjab	District Headquarters area of Ferozepur.

[No. S-38013/06/2019-SS-I]

S. K. SINGH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1634.—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **1 सितम्बर, 2019** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध असम राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, नामतः—

राज्य	जिला	राजस्व केन्द्र
असम	कारबी आंगलोंग	बोकाजन सब-डिवीजन

[सं. एस-38013/07/2019-एसएस-I]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 29th August, 2019

S.O. 1634.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the **1st September, 2019** as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Assam namely:-

STATE	DISTRICT	ALL THE AREAS FALLING UNDER
Assam	Karbi Anglong	Bokajan Sub-Division

[No. S-38013/07/2019-SS-I]

S. K. SINGH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1635.—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा **1 सितम्बर, 2019** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों (पहले से अधिसूचित क्षेत्रों के अलावा) में प्रवृत्त होंगे, अर्थात्—

क्रम सं.	जिले का नाम
1	तिरुनेल्वेलि

[सं. एस-38013/09/2019-एसएस-I]

संतोष कुमार सिंह, अवर सचिव

New Delhi, the 29th Augsut, 2019

S.O. 1635.—In exercise of the powers conferred by Sub-Section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the **1st September, 2019** as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and

Chapter-V and VI (except Sub-Section (1) of Section 76 and Section 77,78,79 and 81 which have already been brought into force) of the said Act shall come into force in the following District in the State of Tamil Nadu, in whole, in addition to the already implemented areas in the district namely:-

Sl. No.	NAME OF THE DISTRICT
1	TIRUNELVELI

[No. S-38013/09/2019-SS-I]

S. K. SINGH, Under Secy.

नई दिल्ली, 29 अगस्त, 2019

का.आ. 1636—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना (बिहार) के पंचाट (संदर्भ सं. 28 (सी)/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2019 को प्राप्त हुआ था।

[सं. एल-39025/01/2019-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 29th August, 2019

S.O. 1636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28(C) of 2015) of the *Industrial Tribunal*, PATNA (BIHAR) as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen, received by the Central Government on 29.08.2019.

[No. L-39025/01/2019-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No.:- 28 (C) of 2015

Between the management of (1) Zonal Manager, Central Bank of India, Maurya Lok Complex, Block-‘B’, 2nd Floor, Patna-800001 (2) The Regional Manager, Central Bank of India, Allalpatti, Darbhanga-846001 And Their workman Sri Babu Saheb Choudhary, S/o- Auant Lal Choudhary, Vill.- Amaha Tola Tetarahi, Ward No.-10 P.S- Pipara, Dist.- Supaul-852218.

For the management : Sri Prabhas Kumar Verma, Senior Manager

Sri Vimal Kishore Prasad, Law officer

For the workman : himself

Present : Vishweshwar Nath Mishra Presiding Officer,

Industrial Tribunal, Patna

AWARD

Patna, dt. 16th August, 2019

1. The present case has been filed an u/s 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workman who seeks relief of setting aside the order dated-16.10.2014 passed by the Ld Disciplinary Authority & confirmed by the Ld. Appellate Authority vide order dated-27.11.2014, reinstatement in the services of the Bank with all consequential benefits and payment of cost of Rs. 10000/- for contesting the dispute.

2. Matter was raised by the workman before the Assistant Labour Commissioner (Central), Pakur (for short A.L.C (C), who issued notices on 28th May, 2015 to the concerned parties vide file no. 5/41/15-ALC-PKR.

3. The Assistant Labour Commissioner (C) Patna held discussions / Conciliation Proceedings. The attitude of the management, during conciliation proceeding was far from conciliatory and there was no scope of redressal of grievances either before the management or before the conciliation officer.

4. As a period of more than 45 days elapsed with no sign of any any settlement, the workman preferred an application before this tribunal as per the provisions of section 2A (1 & 2) of the Industrial Disputes (Amendment) Act, 2010.

5. Both parties appeared before this tribunal and written statement was filed by the management.

6. In the instant case a petition has been filed on behalf of the management on 06.09.2018 stating therein that in view of the recent judgement of the Hon'ble Patna High Court passed in C.W.J.C No.- 2053 of 2016 on 22.11.2017 and confirmed in L.P.A No.- 1822 of 2017 on 17.05.2018 the present I.D. Case is not maintainable and hence the same should be rejected.

7. A petition has also been filed on behalf of the workman on 01.08.2019 praying therein to withdraw the instant I.D. Case in view of the judgement of the Hon'ble Patna High Court and the workman himself want to withdraw the I.D. Case.

8. Heard both the parties.

9. Accordingly, In view of the petition dt-01.08.2019 filed by the workman, the instant I.D. Case is hereby disposed of as withdrawn and also being not maintainable in view of the aforesaid judgement of the Hon'ble Patna High Court. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

Dictated & Corrected by me.

16.08.2019

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 29 अगस्त, 2019

का. आ. 1637.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ सं. 115/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/89/2017-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 29th August, 2019

S.O. 1637.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 115/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court No 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 29.08.2019.

[No. L-12012/89/2017-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DELHI

ID No. 115/2018

Shri Roshan Kumar Jha,
R/o WZ-568 B,
Naraina Village,
New Delhi – 110 028

...Workman

Versus

1. The Deputy General Manager,
Syndicate Bank,
Sarojini House,
6, Bhagwan Dass Road,
New Delhi – 110 001
2. M/s. Pro-Interactive Services India Private Limited,
Plot No. 31, 32, Begumpur Park,
Malviya Nagar,
New Delhi – 110 017

...Managements

AWARD

Reference under Clause (d) of Sub Section(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 was received from the appropriate Government vide letter No.L-12012/89/2017-IR(B-II) dated 06.02.2018 for adjudication of an industrial dispute, terms of which is as under:

“Whether the services of the workman Shri Roshan Kumar Jha have been terminated illegally and/or unjustifiably by the management of Pro-Interactive Services Pvt. Ltd. from the establishment of the management of Syndicate Bank? If yes, to what relief is the workman entitled and what directions are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Shri Roshan Kumar Jha opted not to file his statement of claim with the Tribunal.
3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article, referred above, was received back nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman. Despite service of the notice, workman opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.
4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. However, it is made clear that there is no adjudication of the case on merits, as such, Shri Roshan Kumar Jha, the workman herein, is still at liberty to agitate his cause in accordance with law. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. C. DOGRA, Presiding Officer

Dated : July 31, 2019

नई दिल्ली, 29 अगस्त, 2019

का. आ. 1638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चण्डीगढ़ के पंचाट (संदर्भ सं. 322/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/97/2004-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 29th August, 2019

S.O. 1638.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 322/2005) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court No 2, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank, and their workmen, received by the Central Government on 29.08.2019.

[No. L-12012/97/2004-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH****Present:** Sh. A.K. Singh, Presiding Officer**ID No. 322/2005****Registered on:-29.09.2004**

Sh. Chhotta Ram, S/o Sh. Tuwarsu Ram, Village Tanyur,
Post Office Bahnna Jattan, Distt. Bilaspur (HP).

...Workman

Versus

1. Regional Manager, Punjab National Bank, Regional Office, Mandi.
2. The Zonal Manager Punjab National Bank, Zonal Office, Shimla.

Respondents/Management

AWARD**Passed on:-07.08.2019**

Central Government vide Notification No. L-12012/97/2004-IR(B-II) Dated 03.09.2004, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Punjab National Bank, Mandi in imposing the penalty of compulsory retirement on Shri Chhota Ram S/o Shri Tuwarsu Ram w.e.f. 11.03.2003 is illegal and unjust? If so, what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed statement of claim with the averment that he had joined the service of the bank on 19.12.1988 as Peon and had been working as Peon-cum-Daftri at Jaddu Kuljia under Regional Office, Mandi since 10.04.1992 prior to imposition of unjust and unfair punishment of compulsory retirement imposed upon him on 11.03.2003 in spite of impeccable service record of more than 48 years. Respondent no.1 was the disciplinary authority while respondent no.2 was appellate-authority regarding the concerned matter in dispute. Branch Manager of the said branch Sh. S.P. Singh on the basis of the fabricated and false complaints of some local residents lodged a complaint to the Regional Manager, Mandi, for taking disciplinary action against the workman. By the order of Regional Manager, Mandi, preliminary investigation was got conducted by the Lead District Manager, Bilaspur with report that complaints were baseless and were not factually correct. The Branch Manager S.P. Singh took personal initiative to approach various persons and ultimately obtain false written complaints against the workman on the office-pad of the bank of Mrs. Mansa Devi, Puran, Jit Ram, Mahantu, Rattan Lal, who stated before the authorities that no such complaints had been made by them. In spite of the preliminary investigations regarding the complaints, a charge-sheet was issued to the workman on 23.08.2001 which replied by the workman on 12.06.2001, containing all factual details but of no avail and learned Disciplinary Authority vide order dated 10.09.2011 initiated a departmental enquiry against the workman. Namely S.K. Arora, Sr. Manager, Mandi, was appointed as Enquiry Officer. The enquiry was conducted without compliance of principle of natural justice and without appreciating the evidence on record, without summoning the complainants Mahantu, Jit Ram and the preliminary report of the Learned District Manager Enquiry Officer, hastily holding the charge to be proved vide report dated 19.09.2002. The show cause notice is issued by the learned Disciplinary Authority along with the proposed punishment to the workman and he submitted his reply vide letter dated 30.09.2002 in response to the show cause notice. The learned Disciplinary Authority through non-speaking order, reflective of personal bias, proposed the punishment of compulsory retirement with superannuation benefits on the workman. The appeal filed before the Zonal Manager on 03.04.2003 was dismissed on 01.10.2003 by him without assigning any cogent reasons on the facts submitted by the workman. The enquiry conducted against the violation of principle of natural justice and fair play without considering the preliminary investigation conducted by the

bank through an independent officer. Hence, the entire proceedings of enquiry are illegal and cannot sustain in the eye of law. It is also mentioned that the learned Disciplinary Authority did not allow the workman a fair and reasonable opportunity of personal hearing and act was formality just to obtain signature of workman in proof to attending the personal hearing by the Appellate Authority. The entire proceeding in the matter or procedure are also contrary to the facts and law as such, the impugned order dated 11.03.2003 is harsh and unjust in the eyes of law. The punishment awarded by the Disciplinary Authority as well as Appellate Authority is not appropriate to the alleged charges and punishment in the nature of compulsory retirement is not sustainable in the eye of law and is liable to be set aside. It is therefore prayed that the impugned order dated 11.03.2003 is liable to be set aside with the direction to the bank-authorities to permit workman to resume his duties and other benefits which has been denied to the workman.

2. Respondents have filed written statement, alleging therein that workman while working at BO Jaddu Kuljiar had allegedly misappropriated various amounts given to him by various customers of the Bank for which he was served with a charge-sheet dated 23.08.2001 under the provisions of the Bipartite Settlement. Reply submitted by the workman dated 05.09.2001 found to be unsatisfactory and accordingly Disciplinary Authority order the departmental enquiry to find out the truthfulness of the charges. The Enquiry Officer conducted the departmental enquiry in accordance with the provisions of Bipartite Settlement and also keeping in view the principles of natural justice and reasonable opportunity to the petitioner/workman to defend himself and present his case. The enquiry report submitted by the Enquiry Officer was made available to the workman by the Disciplinary Authority for making submission on the findings of the enquiry. The workman submitted his representation on 30.09.2002. Considering the same along with findings of the Enquiry Officer and other materials on record placed during the enquiry, the Disciplinary Authority issued a show cause notice dated 27.02.2003 to the workman proposing punishment of compulsory retirement with superannuation benefits. He was afforded an opportunity of personal hearing on 01.09.2003 who presented his case before the Disciplinary Authority. Considering the submission of the workman made during personal hearing the finding of enquiry report, the Disciplinary Authority imposed the punishment of compulsory retirement vide order dated 27.09.2003 which is under challenge. It is further submitted that the preliminary report did not form part of departmental enquiry hence, it was not tendered in evidence before the Enquiry Officer. The Enquiry Officer gave his finding in the matter in accordance with law and no extraneous record was brought on record by him while giving his findings. Management has not adopted selective method of producing witnesses as alleged instead of witnesses of truth were only produced and cross-examined by the workman. It was for the petitioner/workman to produce those witnesses which could speak in his defence but he has not produced any witness so far in his defence. The workman has miserably failed to point out how he was denied reasonable opportunity to defend himself. The order of punishment is not hard as management has already taken lenient view for compulsory retirement instead of dismissal from service. The punishment so inflicted upon the workman is not based on any opinion of the vigilance department as alleged by the workman without any substantive evidence hence, reference is liable to be answered against the workman and petition has no force in the eye of law.

3. Workman has filed its replication, alleging therein that deposition of so called complaints were grossly misread by the Enquiry Officer and such perverse finding of the learned Enquiry Officer were not interfered by the Appellate-Authority. The remaining facts alleged in the replication is the same which are alleged in the claim petition as such, it does not require to be repeated again.

4. Tribunal afforded opportunity to the parties for leading evidence. Workman Chhotta Ram has submitted his affidavit Ex.A-1 while management has submitted affidavit of Jatinder Pal, Manager Regional Office, Mandi(HP), who submitted his affidavit Ex.

5. It is a matter of record that claimant/workman was compulsory retired from service on 11.03.2003 in pursuance of the enquiry conducted by the respondent-bank. Perusal of the file shows that this Tribunal vide order dated 19.03.2012 has held that the departmental enquiry was conducted in fair and proper manner after giving proper opportunity to the workman to defend himself as such, the enquiry was not conducted against the principle of natural justice. Perusal of the order dated 19.03.2012, it transpires that workman has not assailed the procedure of fairness of enquiry instead of report of Enquiry Officer as well as of the Disciplinary Authority. His objection to the Enquiry Officer was relates to the process and appreciation of the evidence. My learned Predecessor vide order dated 19.03.2012 has held that the argument of the workman-counsel regarding two domestic enquiry conducted in the case is misconceived with the observation that the first enquiry was only a fact finding enquiry which is followed by domestic enquiry in accordance with law. It is pertinent to mention that there is nothing on record to show that workman/claimant has challenged the order dated 19.03.2012 before the Hon'ble High Court as such, it has become final and workman/petitioner is now estopped to say anything regarding the fairness of enquiry conducted by the Enquiry Officer.

6. I have heard the argument of the learned counsel of the workman Sh. B.B. Bagga, and counsel of the management Sh. Saurav Verma, and given thoughtful consideration raised by the learned counsels during the course of arguments.

7. Learned counsel of the workman during the course of argument submitted that perusal of the evidence on record goes to show that management has not been able to prove the charges leveled against the workman. Learned counsel

would contend that initial enquiry of fact finding was in favour which was neither placed on record nor made part of departmental enquiry, causing prejudice to the workman. It is further submitted that even if it is presumed that charges are proved even then they relates to such charges which does not require punishment of termination. The impugned order of compulsory retirement is very harsh and disproportionate against the charges leveled against him. Learned counsel also submitted that workman has good service record throughout his career. The bank has terminated the workman from the service in mala fide manner on the basis of enquiry report which is against the evidence on record. The workman-counsel has also contended that the punishment of compulsory retirement from service is discriminatory in nature and this Tribunal has got power under Section 11-A of the Industrial Disputes Act to alter or modify the impugned order of compulsory retirement by taking lenient view while exercising power under Section 11-A of the Act. Learned counsel has placed reliance to the case of M/s Firestone Tyre Vs. Management (1973)1 SCC page 813 and Ramakant Mishra Vs. State of U.P. (1982)3 SCC page 346, Vikram Aditya Pandey, 2013 page 423.

8. Learned counsel for the management argued that action of the disciplinary authority in passing the dismissal order is in commensurate to the gravity of misconduct proved against the workman. It is also submitted by the learned counsel for the management-bank that role of the Court in the matter of departmental proceedings is very limited and the Court cannot substitute its own views or finding arrived on the basis of the evidence available on record. In the matter of imposition of sentence, the scope for interference by the Court is very limited to exceptional cases. The punishment imposed by the disciplinary authority cannot be subjected to judicial review. In this connection, learned counsel of the bank has drawn my attention towards the judgment of the Hon'ble apex court in the case of S.R. Tiwari Versus Union of India (2013(7) Scale Page 417) and in the case of Depot Manager, APSRTC Vs. Raghudha Shiv Shankar Prasad 2007(1) RSJ Page 331 and in the case of M.L. Singla Vs. Punjab National Bank and submitted that the workman is not entitled to any leniency.

9. The main thrust of the claimant/petitioner-counsel relates to the fact finding enquiry report submitted. It is argument by the learned counsel of the claimant that management has neither taken on record the above mentioned facts finding report nor has made it a part of departmental proceedings. Learned counsel of the claimant/workman further contended that this was in favour of the claimant that is why it is not made a part of departmental enquiry and also not considered by the Disciplinary Authority as well as Appellate Authority causing great prejudice to the interest of the workman/claimant. But, the learned counsel of the claimant could not cite any provision of case laws in support of his argument that it was obligatory/mandatory for the respondent-management to go through the fact finding report. Contrary to this, in my opinion, claimant/workman was at liberty to produce his witness during the course of departmental enquiry for his defence. Similarly, he was also at liberty to produce other witnesses who were not examined by the management and who had supported the version of the claimant/workman at the time of enquiry or before this Tribunal in his defence. But, workman has not tried to prove his version by examining any witness before the Enquiry Officer hence, argument of learned counsel of workman has no force.

10. Perusal of enquiry report, it is crystal clear that claimant/workman was served with the charge-sheets dated 11.03.2003 imputing 6 charges regarding the receiving of amount from the complainants for deposition in the respective accounts of the complainants which were not deposited by the workman/claimant on due date in spite the endorsement in their passbooks resulting gross misconduct in view of the provision of the Bipartite Settlement. In fact, the enquiry officer has submitted his enquiry report dated 19.03.2002 running into 58 pages holding that charge no.1, 2, 3, 4 and 6 to be proved.

11. The Enquiring Authority has examined each and every charge leveled against the charged officer and the documents produced by the presenting officer and came to the conclusion that most of the charges relating to minor amount running from Rs.500/- up to Rs.3,000/- has been misappropriated. In a departmental enquiry, the disciplinary authority is expected to prove the charges on preponderance of probability and not on proof beyond reasonable doubt. Reference may be made to the judgments of the Hon'ble High Court reported in Union of India Vs. Sardar Bahadur; (1972) 4 SCC 618 and R.S. Saini Vs. State of Punjab and Others; 1999(4) R.C.R (Civil) 253: (1999) 8 SCC 90. The documents produced by the bank, which were not controverted by the charged officer, supports all the allegations and charges leveled against the charged employee. In a case, where the charged employee had failed to inspect the documents in respect of the allegations raised by the bank and not controverted it is always open to the Inquiring Authority to accept the same.

12. There is no dispute that Section 11-A of the Act empowers this Tribunal to interfere with the quantum of punishment in appropriate cases(see decision of Hon'ble Apex Court in the case of Pepsu Road Transport Corporation Versus Rawel Singh, 2008 AIR (SCW) 2099; of Punjab & Haryana High Court in the case/s of Punjab National Bank Vs. The Presiding Officer, CGIT & another 2012(2) SLR 631; Harnek Singh Versus State of Haryana & others 2010(3) SLR 276 and Joginder Lal Versus The Presiding Officer, Labour Court, Ambala & another 1996 SCT 436. It is fairly settled that discretion is to be exercised judiciously in such cases where order of punishment is quite harsh & disproportionate to the gravity of misconduct of the official concerned on the basis of evidence on record.

13. It is settled law that punishment of the penalty to be imposed by the disciplinary authority against the charge-sheeted official is to be commensurate with the gravity of alleged misconduct. Undoubtedly, an Industrial Tribunal in terms of Section 11-A of the Act exercises discretionary jurisdiction. Indisputably, discretion must be exercised judiciously and it cannot be based on whims and caprices and should be based to all relevant factors in mind in exercising such jurisdiction. The nature of the misconduct alleged the conduct of the parties the manner in which the enquiry proceedings had been conducted may be held to be relevant factor. A misconduct committed with an intention deserves the maximum punishment. Each case must be decided on its own merits and in given case when the doctrine of proportionality may be invoked.

14. Question which arises for consideration before this Tribunal is whether punishment of compulsory retirement is in proportionate to the charges proved against the charge-sheeted employee/workman. Considering the scope of judicial review on the quantum of punishment and referring to various cases in Jai Bhagwan Vs. Commissioner of Police & Ors., 2013(4) S.C.T. 607: (2013) 11 SCC 187, the Apex Court held as under:-

“What is the appropriate quantum of punishment to be awarded to a delinquent is a matter that primarily rests in the discretion of the disciplinary authority. An authority sitting in appeal over any such order on punishment is by all means entitled to examine the issue regarding the quantum of punishment as much as it is entitled to examine whether the charges have been satisfactorily proved. But when any such order is challenged before a Service Tribunal or the High Court the exercise of discretion by the competent authority in determining and awarding punishment is generally respected except where the same is found to be so outrageously disproportionate to the gravity of the misconduct that the Court considers it be arbitrary in that it is wholly unreasonable. The superior courts and the Tribunal invoke the doctrine of proportionality which has been gradually accepted as one of the facets of judicial review. A punishment that it so excessive or disproportionate to the offence as to shock the conscience of the Court is seen as unacceptable even when courts are slow and generally reluctant to interfere with the quantum of punishment. The law on the subject is well settled by a series of decisions rendered by this Court....”

15. Similarly, the Constitution Bench of the Supreme Court in State of Orissa and Oths. Vs. Vidyabhushan Mahapatra (1963) Supply I S.C.R. 648 opined that even if the charges which have been proved justified imposition of punishment of dismissal from service this Court may not exercised its power of judicial review. Thus, it is made clear by the Constitution Bench that power of judicial review is rare jurisdiction confirmed to the Tribunal as well as High Court which could be exercised in rare manner going thorough the facts and the gravity of the charges proved during the course of enquiry by the management. Similarly, the Hon'ble Supreme Court in Usha Breco Mazdoor Sangh Vs. Management of Usha Breco and Oths., Civil Appeal No.3551/2008 decided on 29.04.2008, has held that:-

“It may not be a correct approach for a superior court to proceed on the premise that an Act is a beneficent legislation in favour of the management or the workmen. The provisions of the statute must be construed having regard to the tenor of the terms used by the Parliament. The court must construe that statutory provision with a view to uphold the object and purport of the Parliament. It is only in a case where there exists a grey area and the court feels difficulty in interpreting or in construing and applying the statute, the doctrine of beneficent construction can be taken recourse to. Even in cases where such a principle is resorted to, the same would not mean that the statute should be interpreted in a manner which would take it beyond the object and purport thereof.”

16. There is no doubt that workman was employed as a Peon at the relevant time and he has misappropriated the amount of several accounts-holders during the year 1999-2000 and was found guilty during the course of enquiry, resulting the compulsory retirement with all retiral benefits by the competent authority of the management. The Hon'ble Supreme Court in the case of Regional Manager, U.P.SRTC vs. Hoti Lal, 2003(3) SCC, 605, has held in paragraph 10 as under:-

If the charged employee holds a position of trust where honesty and integrity are inbuilt requirements of functioning, it would not be proper to deal with the matter leniently. Misconduct in such cases has to be dealt with iron hands. Where the person deals with public money or is engaged in financial transaction or acts in a fiduciary capacity, the highest degree of integrity and trust worthiness is a must and unexceptionable. Judged in that background, conclusions of the Division Bench of the High Court do not appear to be proper. We set aside the same and restore order of the learned Single Judge upholding order of dismissal.”

This view is further fortified by the Hon'ble Supreme Court in the case of Chairman and Managing Director, United Commercial Bank vs. P.C. Kakkar, 2003(4) SCC 364, has held in paragraph 14 as under:-

“A Bank officer is required to exercise higher standards of honesty and integrity. He deals with the money of the depositors and the customers. Every officer/employee of the Bank is required to take all possible steps to protect the interests of the Bank and to discharge his duties with utmost integrity, honesty, devotion and diligence and to do nothing which is unbecoming of a Bank officer. Good conduct and discipline are

inseparable from the functioning of every officer/employee of the Bank. As was observed by this Court in Disciplinary Authority-cum-Regional Manager vs. Nikunja Bihari Patnaik, 1996(9) SCC 69. It is no defence available to say that there was no loss or profit resulted in case, when the officer/employee acted without authority. The very discipline of an organization more particularly a Bank is dependent upon each of its officers and officers acting and operating within their allotted sphere. Acting beyond one's authority is by itself a breach of discipline and is a misconduct. The charges against the employee were not casual in nature and were serious. These aspects do not appear to have been kept in view by the High Court."

17. Having gone through the above factual and legal position, this Tribunal is of the considered opinion that punishment of compulsory retirement with retiral benefits and further job is in commensurate with the gravity of misconduct committed by the workman who misappropriated the amount paid to him for depositing by account holders in their accounts. Thus, his misconduct has damaged the trust of the account holders towards the bank as well as trust of bank itself. In such scenario, punishment of compulsory retirement with all the retiral benefits and further employment against the workman Sh. Chhotta Ram is inconsonance with the misconduct committed by him as such, he is not entitled for any relief and petition is liable to be dismissed.

18. The reference is answered accordingly. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

A. K. SINGH, Presiding Officer

नई दिल्ली, 29 अगस्त, 2019

का. आ. 1639.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ सं. 154/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/77/2007-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 29th August, 2019

S.O. 1639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 154/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda, and their workmen, received by the Central Government on 29.08.2019.

[No. L-12012/77/2007-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 23RD AUGUST 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

CR No. 154/2007

I Party

Sh. R. Shyam Sunder,
R/o No.5, Sarvodaya Colony,
Hinwadi,
Belgaum – 590011.

II Party

The Regional Manager
Bank of Baroda,
Regional Office,
3rd Floor, HJS Chambers,
No. 26, Richmond Road,
Bangalore – 560025.

Appearance

Advocate for I Party : Mr. S.T.S Naik
Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

The Central Government vide Order No. L-12012/77/2007-IR(B-II) dated 28.11.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Bank of Baroda in terminating the services of Sh. Shyam Sunder w.e.f. 25.03.2006 is legal and justified? If not to what relief the workman is entitled to?”

1. The case of the 1st Party workman is,

He joined the service as 'Group D' employee with the 2nd Party Management on 15.02.2000 and served for about 6 years, his service is dispensed w.e.f 25.03.2006. His educational qualification is 5th Standard. Though, he has served for more than 240 days in a calendar year, he was not granted permanent absorption. There were no adverse communications to him by the 2nd Party. His service with similarly placed workman is regularised and he is singled out.

2. The 2nd Party resists the claim on the following ground; The referred dispute is not an Industrial Dispute as defined in the Section 2 (k) of 'the Act'. He has not undergone the procedure contemplated by the recruitment rules for Sub-staff. The minimum eligibility for requirement of Sub Staff is 8th Standard pass but the 1st Party is under qualified, since, he claims that he is only 5th Standard pass. No Appointment letter / Termination Order was issued to him, his engagement if any can be only on purely temporary ad-hoc basis for passing contingencies. The Branch Manager has no authority to appoint any Sub Staff. For appointment of any employee in the Bank, the Regional Manager is the authority, after the vacancy is sanctioned by the General Manager. He is not entitled for any relief.

3. The Chief Manager HRM of the Regional Branch of the 2nd Party corroborated the case of the 2nd Party with his affidavit evidence. The 1st Party by way of his rebuttal evidence filed his affidavit evidence, he produced Ex W-1 / the Photostat Copy of the muster roll dated 16.01.2003 maintained by the 2nd Party showing his name. He has also submitted his written argument.

4. The 2nd Party being a Nationalised Bank has its own recruitment rules. It is not the case of the 1st Party that, he has passed through the recruitment procedure applicable to the 2nd Party; it is also not his case that his name was sponsored by the Employment Exchange. Furthermore, he lacks education qualification for appointment of a Sub Staff. The veracity of Ex W-1 is disputed by the 2nd Party. There is no acceptable documentary proof from his side that he had worked for more than 240 days in a Calendar year. Even if he had rendered continuous service in a Calendar year as contemplated by Section 25 (B) of the Act and terminated illegally, the benefit he may look for is monetary benefit towards retrenchment compensation but not otherwise. His claim for absorption is founded on any right acquired by him against the 2nd Party.

5. The point for dispute is so framed with presupposition that, he is terminated w.e.f 25.03.2006 which presupposition is denied by the 2nd Party. As such there is no Termination Order also. In the given circumstance, the question of recording justifiability or otherwise of the termination order of 25.03.2006 does not arise and the workman is not entitled for any relief.

AWARD

The reference is rejected

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 23rd August, 2019)

JUSTICE SMT. RATNAKALA Presiding Officer

नई दिल्ली, 29 अगस्त, 2019

का. आ. 1640.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ सं. 51/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/76/2001-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 29th August, 2019

S.O. 1640.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2001) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 29.08.2019.

[No. L-12012/76/2001-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 16TH AUGUST 2019**PRESENT** : Justice Smt. Ratnakala, Presiding Officer**CR 51/2001****I Party**

Sh. A. Chandrakanta,
S/o Sh. Bheemanna,
Since deceased by LRs

II Party

Zonal Manager,
Syndicate Bank,
Zonal Office, Gandhi Nagar,
Bangalore - 560 009.
Karnataka.

1a) Smt. Shanta Bai,
W/o Late Sh. A. Chandrakanta

1b) Sh. Sudhakar,
S/o Late Sh. A. Chandrakanta

1c) Sh. Manjunath,
S/o Late Sh. A. Chandrakanta

All are residing at,
Plot No. 79,
Basavakalyan Post,
Bidar Dist.
Karnataka - 585 327.

Appearance

Advocate for I Party : Mr. V.S. Naik

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

The Central Government vide Order No. L-12012/76/2001-IR(B-II) dated 13.08.2001 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of M/s Syndicate Bank is justified in imposing the punishment of dismissal from service on Shri A. Chandrakanta? If not, what relief the workman is entitled to?”

1. Undisputed facts between the parties is, the 1st Party workman namely Sh. A Chandrakanta who is no more, was appointed as a Clerk in the 2nd Party Bank on 09.07.1976. While working at Basavakalyan Branch he was kept on suspension on certain allegation; charge sheet was issued, Domestic Enquiry was held by appointing Enquiry Officer. After holding the Domestic Enquiry the Enquiry Officer submitted his report holding that charges levelled against the workman are proved. The Disciplinary Authority after giving his audience to him in a personal hearing, dismissed him from service. The appeal preferred by him thereon before the Appellate Authority also came to be rejected.

2. In his claim statement the 1st Party alleged that the Enquiry was held without providing him proper and reasonable opportunity. However said allegation was disputed by the 2nd Party in their counter statement. This Tribunal on the rival pleadings framed a Preliminary Issue regarding fairness of the said Domestic Enquiry. After a full-fledged trial, the enquiry is answered affirmatively in favour of the Management. Thereafter 1st Party workman expired, and his wife and 2 sons being his class-I Legal Heirs have come on record.

3. The 1st Party workman in his claim statement had further alleged that finding of the Enquiry Officer is totally perverse; there is total non-application of mind on the part of the Disciplinary Authority in not properly analysing the case. The Report of the Enquiry Officer was accepted though the charges are not established. There is total miscarriage of justice and he is wrongly dismissed from the service of the Bank.

The 2nd Party justified their action as legal, in their counter statement.

Both learned counsels have advanced their arguments.

4. On a perusal of the records it emanates that, the charge sheet was issued in respect of the misconduct under clause 19.5 of the Bipartite Settlement. The imputation of the misconduct on two charges runs over 6 pages. To epitomise the same the first charge pertains to the withdrawals from the SB A/c. No. 20116 of Smt. Shantha Bai Patil and the second charge pertains to the withdrawal from the SB A/c No. 21185 of Sh. Sankar.

Regarding first charge it was alleged that he assisted the Account Holder to open the Account on 09.01.1992, but cheque book was not issued to the Account Holder. Two withdrawals are made of Rs. 4,000/- and Rs. 7,000/- on 30.12.1994 and 11.01.1995 respectively. The withdrawals are made through cheques bearing Nos. 634853 and 634863 respectively. The 1st Party was working as Temporary Special Assistant in the Cash Department and was doing the work of writing Manager's scroll, supervising IBC, OBC, ISC and discounting departments at the Branch. He made entry in the relative ledger folio that loose cheques were issued to the depositor, without any authentication by the Competent Officer of the Branch. On 22.12.1994 he made entry in the *Loose Cheques Issued Register* that the cheques are issued to SB A/c No. 20116 of Smt. Shantha Bai Patil; signature of the depositor appearing in the last column of the said register does not tally with the specimen held on record of the Branch; this entry is subsequently struck off without recording any reasons thereon. Subsequently on 26.12.1994 he made entry in the *Loose Cheques Issued Register* that a cheque No. 634853 was issued to her account. But the signature in the last column of the register differs; cheque No. 634853 though was dated as 26.12.1994 same is utilised on 30.12.1994 to withdraw Rs. 4,000/-. On 03.01.1995 he made entry in the *Loose Cheques Issued Register* that the cheque leaf bearing No. 634863 was issued to the Account Holder and he signed on the last column of the folio for receipt of the said cheque leaf. He has entered the above referred two cheques in the Manager's scroll on the respective dates and the amount is paid; without a request letter from the depositor loose cheques are issued and the signatures appearing on the relative cheques are forged. He further made credit entry in the SB ledger folio for Rs. 11,420/- on 25.02.1995 to the SB Account, but there is no transaction / voucher supporting the entries in the books of the Branch. There is no correspondence entry in the Sub-Day Book. The balance amount was raised to Rs. 13,318/- and continued upto 30.06.1995 and thereafter struck off by putting the correcting balance as Rs. 1,898/-. The Account Holder has not visited the branch during the above period. On 21.08.1995 an amount of Rs. 11,000/- was credited to her SB Account in cash and the relative voucher bares Account Holders signature; the balance in the Account was Rs. 13,636/- as on 21.08.1995.

5. Regarding second charge on 03.07.1993 he introduced and assisted Sh. Sankar S/o Sh. Mallapa Belle to open SB Account 21185 with the initial deposit of Rs. 4,000/-. The Account Holder filled up the form in Hindi and signed as Sankar only. On 24.12.1994 he debited a cheque No. 493787 for Rs. 2,500/- in the SB account ledger folio and the balance stood to Rs. 100/-. The cheque leaf utilised to withdraw the said amount was in fact issued to the 1st Party in respect of his SB Account. He has put the folio number on the cheque after making relative debit entry in the ledger folio. The signature of Sh. Sankar appearing on the said cheque is forged and does not tally with the specimen held on record. Subsequently he made a credit entry dated 15.03.1995 in the relative ledger folio indicating that an amount of Rs. 28,260/- was credited to the SB Account in cash but the credit entry is not supported by an bonafide transaction / voucher as on that day. On that day, he has not worked in the SB department but was writing Manager's Scroll. On 18.05.1995 he gave a withdrawal form bearing No. 032292 for the SB Account of Sh. Sankar and made debit entry of Rs. 28,000/- in the relative ledger folios by using withdrawal form which is filled up by him. The name of the depositor Sh. Sankar is put below the purported signature of the account holder. The signature of the depositor appearing in the withdrawal form issued register and also withdrawal form are forged and do not tally with the specimen signature. He has made entry in the Manager's Scroll and the amount is paid by the Cashier. Subsequently the credit entry of Rs. 28,260/- is struck off without touching the balance column. Though the credit entry of Rs. 28,360/- was of 15.03.1995 said entry is made on 03.04.1995 but before 18.05.1995. On 17.11.1995 a sum of Rs. 28,000/- was credited to the account and the credit voucher is prepared by him but the identity of the remitter (who signed the voucher) could not be ascertained. He prepared another credit voucher on 20.11.1995 for Rs. 3,800/- with the signature of one Jabbar as depositor, but Sh. Sankar has left the village long back and became a Sanyasi residing at Mugalkot Mutt. The 1st Party has utilised his own cheque leaf and also got issued withdrawal form unauthorisedly without the knowledge of the

depositor and withdrew the amount with the forged signature of the depositor. He has made fictitious credit entry in the said SB Account to conceal the fraudulent withdrawals.

6. During the Domestic Enquiry on behalf of the Management three witnesses were examined. The first witness is the Investigating Officer; the second witness was the Present Manager at Basavakalyana Branch, he had stated to the effect that Smt. S B Patel approached him with her Pass book MEX 97 informing that there are certain withdrawals in her account and she had not withdrawn any amount from her account; after opening the account she never visited the Branch, at his advice to give a letter she left the Branch and did not meet him thereafter. He further corroborated the charge sheet allegations. The third witness was Sh. Gandhi, Handwriting Expert, working as Deputy Government Examiner; it emerged from his evidence that there was no incriminating material from his examination against the 1st Party workman.

7. The 1st Party examined the Account Holder Smt. Shantha Bai Patil, she deposed that she has received Rs. 4,000/- (MEX-2) and Rs. 7,000/- as in (MEX-7); she had taken the cheque 634853 personally from the Bank; she had signed while taking the cheque book from the Bank, she has not made any complaint against the 1st Party workman; due to her old age and sickness there is no consistency in her signature on the cheques leaves. During her cross examination by the Presenting Officer she concedes the suggestion that she received Rs. 11,000/- after preferring an oral complaint with the Manager.

8. The Enquiry Officer based his findings on the evidence of MW-1 and MW-2 and returned his findings that the charges levelled are proved beyond doubt; said report is acted upon both by Disciplinary Authority and the Appellate Authority.

9. Sh. VSN for the appellant submits that neither of the Account Holders had made complaint against the 1st Party to the Branch; neither there was any loss / financial implication on the Bank consequent upon the alleged misconduct. Assuming for a while that there were unauthorised withdrawals that would not have happened without the notice of the Branch Manager and the Cashier at the Cash Counter. But those two Officials are spared and 1st Party alone is, Charge Sheeted, thus discriminated. DW-1 who ought to have been examined by the 2nd Party to corroborate the charges has appeared as Defence Witness and has deposed endorsing the withdrawal transactions as genuine. The Handwriting Expert was clear in his report that the questioned writings were not written by the person (1st Party) whose standard writings are marked as C-1 to C-5 and they differ. Still on a hypothetical analysis of evidentiary material the Enquiry Officer has recorded the finding of guilt.

10. The 1st Party workman had served the Bank for a long term of 22 years; he expired on 01.05.2018 without getting the fruits of this adjudication. The Enquiry Report definitely is perverse for not analysing the evidence in a proper perspective. It is a fit case to set aside the punishment order and grant consequential monetary benefit with continuity of service upto the date of his superannuation to the legal heirs of the deceased workman.

11. Sh. RU for the 2nd Party while justifying the action taken against the 1st Party workman submits that the 1st Party workman did not submit reply to the charge sheet at the earliest point of time; he has not examined himself as a Defence Witness before the Enquiry Officer probably with the fear of being caught. Sh. RU took me through the Enquiry Report wherein 1st Party admits assisting Smt. S B Patil for opening the account in the Branch and also his acquaintance with the account holder Sh. Sankar. He further admits filling up the account opening form, credit slips and entering the particulars of the cheque Nos. 634853 and 634863 except the payees name of the cheques and signatures of the depositors; he has admitted issuing the cheque leaves to her. In respect of the transaction relating to Sh. Sankar his explanation is, the account holder later became a Sanyasi in order to facilitate the Sanyasi he was helping him in issuing of cheque leaf, writing of particulars in the cheque leaf, entering the same in the SB Account ledger; Sh. Sankar had come to a Mutt in Sasthapur village and asked him to help with Rs. 2,500/- and informed that the same to be drawn from the his SB Account No. 21185 the next day. Since, the depositor did not have the cheque; his own cheque (1st Party's) was issued for drawing the said amount by the Account Holder. The withdrawal slip No. 032292 dated 18.05.1995 was issued by him and the entries in the SB ledger, withdrawal slip, issue register and also the particulars of the said cheque leaf are made by him. Sh. RU further submits that the above admission is sufficient to hold that the 1st Party personally indulged in the withdrawals fraudulently. And also, it is brought during the enquiry that the amount withdrawn was subsequently made good by deposits. Learned counsel further submits that the customer's evidence was not required in the present case having regard to the nature of the allegations.

12. In the light of the above I notice that by the date the Investigating Officer took up Investigation on 28/29.12.1995, the amount withdrawn allegedly fraudulently was made good. The circumstance leading to the initiation of Investigation was on the oral complaint made by the Account Holder Smt. S B Patil to the Branch Manager / MW-2. While scrutinising the account pertaining to Smt. S B Patil he came across the withdrawals pertaining to SB Account No. 21185 of Sh. Sankar Mallapa Belle (Sankar).

13. Probably, the Account Holder DW-1 was before the Enquiry Officer to bail out the 1st Party workman. Her statement that she deposited Rs. 4,000/- on the first occasion and withdrew the amount on the same day is against her own document i.e. Pass Book, she had deposited Rs. 5,000/- initially on 09.01.1992 and withdraw Rs. 4,000/- for the first time only on 30.12.1994 (as per MEX-97 marked during Domestic Enquiry). She did not dispute about her visit to the Branch and informing about the withdrawals to the Manager, her only answer was I do not remember. When questioned that she received Rs. 11,000/- after her oral complaint to the Manager her answer was 'Yes. In the next breath she stated that she did not go to the Manager'. The Handwriting Experts evidence does not conclusively either bail out the 1st Party workman or tightens the nook around his neck. If really Sh. Sankar who had become a Sanyasi had authorised the 1st Party to withdraw the amount from his account in consideration to the amount of Rs. 2,500/- lent by the 1st Party then it is not in the natural course for the said Sanyasi to credit Rs. 28,260/- to the said account on 15.03.1995. Something is amiss between what meets the eye and what could have been the actuality. The involvement of the 1st Party in withdrawing the amounts in the name of the Account Holders is established by the documentary evidence.

14. It is further noticed from his, appeal memo that he fairly admits his responsibility for the entries in the scroll, sub-day etc., in respect of the SB Accounts. But what about the Supervising Officials who verified the signatures of the depositors on the cheque leaves? Not only the cashier who disbursed the amount was not examined as a witness, but also the Investigating Officer has not recorded his statement. Not taking any action against all the concerned i.e. the Supervising Official, Scroll Officer and the cashier for the fraudulent withdrawal would lead to only one conclusion that 1st Party workman alone was discriminated. Viewing the matter from that angle I am of the considered opinion that the punishment of dismissal was harsh and severe for a workman who had rendered 22 years of service with the 2nd Party. Had if they had a history sheet of misconducts to the credit of the 1st Party workman definitely that would have been brought on record during the Domestic Enquiry. Probably the 1st Party had rendered unblemished service from his initial appointment until 1994 where after he involved in the alleged incidents. Dismissal of the workman not only puts an end to his career of an employee but also his dependent family will be left high and dry without monetary support. That apart the emotional relationship between the family members gets disturbed.

15. Though I do not find any perversity in the finding of the Enquiry Officer, still cannot endorse the justifiability of the punishment order imposed on the workman for the observations supra. This is a fit case which warrants extension of jurisdiction of this Tribunal under the beneficial legislature of sec 11-A of the I.D Act. If the punishment of dismissal order is modified as an order of compulsory retirement that would fetch terminal benefits for which the 1st Party workman was legally entitled to. The children of the deceased are now major and cannot be his dependents to look for the monetary benefits arising out of the terminal benefits of the Award and the said amount shall come in aid of Smt. Shantha Bai the wife of the deceased 1st Party workman.

AWARD

The reference is accepted

The 2nd Party Management of M/s. Syndicate Bank is not justified in imposing the punishment of dismissal from service on Late Sh. A. Chandrakantha vide order dated 15.01.1998. The punishment order of 15.01.1998 is modified instead as the order of 'compulsory retirement'. The 2nd Party is directed to release all the consequential terminal benefits to the wife of the deceased 1st Party workman namely Smt. Shantha Bai, within 60 days from the date of publication of the award in the official gazette, failing which the amount shall carry simple interest of 6% per annum.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 16th August, 2019)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 29 अगस्त, 2019

का. आ. 1641.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ सं. 05/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2019 को प्राप्त हुआ था।

[सं. एल-12011/34/2003—आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 29th August, 2019

S.O. 1641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 05/2006) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 29.08.2019.

[No. L-12011/34/2003-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 23RD AUGUST, 2019**PRESENT :** Justice Smt. Ratnakala, Presiding Officer**CR 05/2006****I Party**

1. The General Secretary,
Syndicate Bank Employees
Union (Regd.),
No. 91, Halwasiya Market,
(3rd Floor), Hazrathganj,
Mahatma Gandhi Marg,
Lucknow - 226 001,
Uttara Pradesh.
2. The General Secretary,
Syndicate Bank Staff Association (Regd.),
Ananda Plaza, II Floor,
Near Ananda Rao Circle,
Bangalore – 560 009.
3. The General Secretary,
Syndicate Bank Staff Union (Regd.),
Having its office at Manish Towers,
84, J.C. Road,
Bangalore - 560 002.

II Party

The General Manager (P),
Syndicate Bank,
Head Office,
Manipal - 576 104.
Karnataka.

Appearance

Advocate for I Party : Mr. R. Nagendra Naik

Advocate for II Party : Mr. Pradeep S Sawkar

AWARD

The Central Government vide Order No.L-12011/34/2003-IR(B-II) dated 05.01.2006 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Syndicate Bank, Head Office, Manipal, Karnataka is justified in terminating the bilateral settlement dated 06.04.2002, reducing posts carrying special allowance, thus affecting future employment of workmen in the bank? Whether the action of the bank management is correct in reducing and/or not filling up of posts carrying special allowances identified at the Apex Level by the Indian Bank Association and All India Bank Employees' Association under a Settlement? If not to what relief and benefit the workmen are entitled?”

1. The Industrial Dispute is raised unitedly by three Trade Unions of the 2nd Party. While 1st Party No. 1 and 3 have filed common claim statement, 1st Party No. 2 filed separate claim statement.

As per 1st Party No. 1 and 3 Union, the service conditions of the workman in the Banking Industry including the 2nd Party Bank are determined by the Bipartite Settlements; the last settlement at the Industrial level is signed on 02.06.2005 and the same is called by 8th Bipartite Settlement. A dispute between certain Banking Companies and their workmen was referred by the Central Government for adjudication to a Tribunal consisting of Justice Sri. S. Panchapagesha Sastry as Chariman and one Sri. M.L. Tannan and another Sri V.L. D'Souza, Professor of Economics, University of Mysore and Members. The award passed by the Tribunal is popularly known as Sastry Award and the award is notified by the Central Government. One of the demands placed by the workman in the said dispute was that reasonable career opportunity should be provided to the workmen and within the workmen cadre a higher scale of pay should be provided to compensate the workmen for discharging work carrying with it greater responsibility than routine work so that they get higher emoluments. As per the Sastry Award the compensation in this regard is by way of lump sum allowance / special allowance; Supervisors, Superintends, Sub-Accountants, Departmental in-charge, Employees in-charge of Treasury pay offices are the categories entitled for special allowance as per Sastry Award. In course of time these posts came to be designated as Special Assistants uniformly as per the Bipartite Settlement dated 19.10.1966 / 1st Bipartite Settlement. Vide notification dated 13.06.1962 Government of India brought into effect an award rendered by National Industrial Tribunal headed by Justice Kanthilal T. Desai and this award commonly known as Desai Award did not make any changes in the designations enhanced the special allowances payable to the categories of the workmen referred above.

2. It is further stated that, in the 1st Bipartite Settlement the service conditions were settled; by this settlement the post of Supervisors, Superintendents, Departmental in-charge etc., came to be uniformly designated as Special Assistants; uniform duties and responsibilities were also settled for this category of Special Assistants. As per clause 5.2(xix) of the settlement rate of special allowance was fixed at Rs.75/- for 'A' Class Banks, Rs. 70/- in respect of 'B' Class Banks and Rs. 62/- in respect of 'C' Class Bank. However, as per para 5.14 (i) & (ii) the Banks are free to entrust with the duties agreed, to the Special Assistants if they are not already performing them and their duties shall not be recreated as Supervisory duties and shall be regarded as 'Workmen' for all purposes irrespective of their emoluments, designations or nomenclatures in different Banks. Prior to 1960 the lowest category of officers / 'C' rank officers were drawing wages less than Rs. 500/- per month. SBEU raised an Industrial Dispute to treat the 'C' rank officer as workmen, since their monthly salary was less than Rs. 500/- and they used to perform the duties which is not managerial. The dispute was referred for adjudication to the Industrial Tribunal and was answered in favour of the workmen. Consequent to the said award a new category of post known as 'Workmen Supervisors' came to be created and they were re-designated as Special Assistants under the 1st Bipartite Settlement.

3. It is further stated vide Bipartite Settlement of 17.09.1994 for filling up the post of Special Assistants suitability may be assessed on the basis of interview; prior to that settlement posting of Special Assistants used to be strictly based on seniority in the clerical cadre. By successive settlements and awards the matter of determination of vacancies in the category of Special Assistants is to be settled at the individual Bank's level. Deployment of surplus staff is also agreed where there is surplus / deficit in the areas of operations at different centres in different Banks. As per 7th Bipartite Settlement deployment policy to remove the imbalances of the staff shall be negotiated and settled at the Bank level.

4. It is further stated by the 1st Party No. 1 and 3, that the negotiations for the Bipartite Settlement commenced at the Industry Level on 24.10.2002. One of the demands raised by the Management was abolition of all special pay carrying post in clerical and subordinate staff cadre which includes Special Assistants also. The Union also placed their charter of demands under the 8th Bipartite Settlement of 02.06.2005. The Management gave up their above demand. Certain enhanced responsibilities and job content is entrusted to Special Assistants; the special pay payable to Special Assistants is increased to Rs. 1,400/- per month for the period 01.11.2002 to 02.06.2005 and thereafter Rs. 1,600/- per month. Settlement between the recognised Workmen Trade Union and the Management dated 25.01.1999 is entered in the matter of selection of Data Entry Operators / ALPM / AEAM / Computer Terminal Operators and in respect of entrustment of operator's duties.

5. It is further stated as per the above settlement a person once posted for the post of Special Assistant will occupy the post permanently till his retirement or promotion or cessation of service on any ground. Withdrawal of special allowance duties cannot be done except as a matter of punishment for a proved act or misconduct under the provisions stipulated for disciplinary actions. Whenever a Special Assistant is on leave his duty will be temporarily entrusted to a clerk according to seniority in the Branch and would be paid pro-rata special allowance; vide settlement dated 27.09.1990 detailed norms are settled in the matter of posting of clerks of regular Special Assistants and temporary entrustment of Special Assistant duties; the settlement was modified by further settlements which were in force till 05.04.2002. Vide notice dated 12.05.2001 the Bank sought to terminate the settlement of 30.01.1996. The matter was negotiated and the fresh memorandum of settlement 06.04.2002 is signed between SBEU and 2nd Party and the said

settlement holds the field. Under the said settlement management will declare the number of vacancies of Special Assistants once a year so as to have one Special Assistants for every 15 clerks as on 31st March of every year. As on date Bank is required to have 1376 Special Assistants but there are only 43 Special Assistants as of now.

6. It is further alleged that the Bank issued a notice of change dated 16.11.2002 to terminate the settlement of 06.04.2002. The Bank notified not to entrust Special Assistant duties to clerical employees but no notice was issued as contemplated under sec 19 of the Act terminating the settlement. While the negotiation was in progress at the Industry level the Bank issued notice dated 16.11.2002 by abolishing all special pay carrying posts in clerical and sub staff cadres. The 1st Party No. 1 Union raised the Industrial Dispute before Regional Labour Commissioner (Central) at Bangalore, until a settlement is replaced by another settlement or award earlier settlement continues to bind the parties, while the conciliation was pending the Bank came with a circular dated 13.03.2003 proposing to promote the Special Assistants as Officers in Junior Management Grade Scale-I. Special Assistants who were unwilling to opt for promotion were threatened, cajoled and assured of bright future. Promotion from clerical cadre to officer cadre is governed by settlement dated 09.09.1998 signed between SBEU and the Bank. By the said circular automatically such of the Special Assistants not willing to become officers will seek reversion voluntarily; all this is done in total contravention of the earlier settlements regarding promotion policy. On the workman union giving a notice of strike the Management gave another circular of 19.03.2003, by the said circular Special Assistants who are not selected as officer could continue as special assistants. The 1st Party Trade Unions along with SBSA filed a Writ Petition before the Hon'ble High Court seeking a direction to the Bank to continue to operate the memorandum of settlement of 06.04.2002 and 09.09.1998 until conclusion of proceedings initiated by the unions (W.P Nos. 16272-16274 / 2003). Without filing the objection statement for a long time, they have issued another notice dated 23.03.2004 to the Special Assistants giving them last opportunity to opt for promotion on or before 24.04.2004 otherwise duties entrusted to them would be withdrawn automatically. When the matter was brought to the notice of the Hon'ble High Court, vide order dated 29.04.2004 direction was given to maintain status quo. Still, the Bank has withdrawn the special pay payable to the Special Assistants and withdrew the Special Assistant duties and reduced the Special Assistants as clerks.

7. It is further stated that 1st Party unions issued notice dated 07.05.2004 to the Bank pointing out that the action of the withdrawal of Special Assistant duties etc., amounts to contempt of the Hon'ble High Court's order of 29.04.2004. The Bank has given untenable reply that the orders of the Hon'ble High Court did not operate beyond state of Karnataka etc. The post of Special Assistants is the only opportunity for the career progression to the workmen who cannot become officers and also who cannot secure higher rank in the All India process of Selection. The action of the management is grossly contrary to law and is illegal.

The 1st Party No. 2 i.e. Syndicate Bank Staff Association has filed its claim statement in tune with the claim of 1st Party No.1 and No.3.

8. The 2nd Party resists the claim on following lines:-

Whenever the word 'Special Assistants' is used it indicate Clerks entrusted with Special Assistant Duties; the Bank subsequently took decision for promotion of Special Assistants to Officer Cadre as one time measure. Accordingly, promotion process was initiated, options were given to the Special Assistants either to opt for promotion or to continue as Clerk or to seek reversion from special pay duties; promotion is not a matter to be consulted with the union but a matter of discretion of the union. The union mixed up the issue of promotion of clerical staff as per the policy of 09.09.1998 with that of the promotion of Special Assistants as one-time measure. The policy framed for prompting the Special Assistants was discussed with the union but the union did not agree with the policy. Writ Petitions filed by individual workmen before various High Courts challenging the circular / promotion policy came to be dismissed. The 1st Party union filed a W.P No. 16272-16274/2003 before the Hon'ble High Court of Karnataka subsequently the W.P is withdrawn, as per the agreement reached between the parties during the conciliation held before RLC(C), Bangalore.

9. It is further stated by the 2nd Party that in the back ground of the decision taken by the Board of Directors, not to entrust Special Assistant duties, proper notice was served on the recognised union terminating the settlement and also notice of change under sec 9-A of 'the Act' was issued; measures were taken to give options to the Special Assistants numbering 883 as a one-time measure to be promoted as Officers in JMGS I vide circular No. 37/2003/BC/ HRD dated 13.03.2003; subsequently two more options were given; Special Assistants who opted to be officers were promoted, still 1st Party No. 1 and others approached the Hon'ble High Court in W.P. No. 16272-16274/2003 and I.A in W.P 17093-17095/2004 (L) and obtained interim direction to maintain status quo in so far as the withdrawal of duties and re-designation of Special Assistants who had not opted for promotion. The Bank decided to maintain status quo in

respect of 20 Special Assistants in Karnataka who were occupying the position as on the date of the interim order i.e., 26.05.2004; 4 of them who opted to become officers are promoted pending interim stay, there are 27 other Special Assistants in other states who have not opted to become officers; their special duties are withdrawn w.e.f. 01.05.2004 and the special allowance was allowed to be retained as personal pay until further orders. During the conciliation meeting held in the Office of RLC(C) all the parties agreed during the conciliation that the Bank would retain the designation of Special Assistants for only 43 clerks who had not opted for promotion of officers till Industry Level Bipartite Settlement is reached subject to condition that the union shall withdraw all court cases filed against the Management in various Courts / Forums in the issue of Special Assistants. The Unions accepted and the strike was withdrawn. The Bank is at liberty to utilise the service of 43 Special Assistants with appropriate placement till a review is undertaken on the issue. Part I of Schedule II Bipartite Settlement 23.07.2000 contemplates 25 categories, with rates of amount of special pay to each category.

10. It is further contended by the 2nd Party that Special Assistant duties is not a separate cadre, no separate pay structure is laid in the Bipartite Settlement to Special Assistants; they are only entrusted with special pay duties and they are entitled for the allowance as laid down in the Bipartite Settlements. Such entrustment of duties was in vogue in the Bank much earlier to Bipartite Settlement of 19.10.1996; it is only at the discretion of the Management and depending on need for such duties. The Bipartite Settlement does not create any post as such in clerical cadre and does not direct the member Banks to have all such functions performed. Depending upon the need and necessity, the modalities of selection, appointment and termination etc., vary and to be finalised by individual settlement between the Member Banks and their recognised Unions concerned. The 2nd Party finalised the modality for entrustment of duties with the recognised union and settlements were entertained under the provisions of 'the Act'. These settlements were reviewed and suitable changes were made over a period of time. One such settlement is of 06.04.2002.

11. It is further pleaded that now more competitive private and foreign Banks have entered the field; various types of convenience Banking is in demand; in the present situation fast and quick efficient service are required to be adopted; the Bank introduced Centralised Banking Solution in January 2002 with frontline Banking service; many Branches are brought to the fold of CBS network; these operation in CBS system requires duties beyond the provisions of Bipartite Settlement; clerical staff cannot perform all those duties such duties are required to be redefined in Industry level settlement. Therefore the counters are manned by Officers. In the changed scenario role of clerk entrusted with Special Assistant duties is very much obscure and hence the Bank decided to terminate the settlement over entrusted of Special Assistant duties to the clerical staff and issued notice under sec 9-A of the Industrial Dispute Act dated 16.11.2002. The settlement terminated was with the management of the Bank and not pertaining to Industry level. In view of the termination of the settlement the Bank is not bound to entrust Special Assistant duties in future. Nowhere in the Awards / provisions, it is stated that the special pay duties are compulsorily to be created in the Bank. The discretion vests with the individual Banks either to entrust or not.

12. Further it is stated that there were as many as 25 special pay duties including Special Assistant duties in the 7th Bipartite Settlement, it is reduced to 11 in the 8th Bipartite Settlement. As per schedule III of 8th Bipartite Settlement

"The special pay duty do not include the routine duties of the cadre (clerical / subordinate) which a workman has to normally perform; but merely refer to special allowance duties which if performed in addition to routine duties will entitle a workman to special pay on the terms and condition provided in chapter V of Bipartite Settlement as modified".

It is also noted in the said settlement

"(ii) Henceforth, selection of staff being entrusted with special pay carrying posts shall be on the basis of their suitability for their specialised function, norms for which shall be decided at the Bank level".

The 2nd Party has set a target of introducing CBS System in 1500 branches from 31.03.2006; as per 8th Bipartite Settlement the clerical staff entrusted with computer operator 'B' duties as specified in addition of their duties of the computer operator 'A'. The amount of special pay fixed for computer operator 'A' is Rs. 910/- per month and computer operator 'B' is Rs. 1,100/- per month. Much of the day to day cash transaction since is below Rs. 20,000/- per instrument which a computer operator 'B' can perform. For this purpose entrustment of Special Assistant duties is not necessary. As many as 1501 clerical employees / computer operators are working in about 800 CBS Branches; by extending the CBS branches the number of clerical employees performing computer operator 'B' duties will be doubled. In the light of the provisions of Bipartite Settlement the action of the management is well within the provisions of Bipartite Settlement.

13. The 2nd Party placed their evidence through their Senior Manager, Industrial Relations; he produced copies of the 28 documents, they are all the minutes of joint meeting / conciliation, notice of change of service under sec 9-A 'the Act', promotion orders pertaining to Special Assistants, the copies of the orders passed by the Hon'ble High Courts and the copy of the 7th Bipartite Settlement. As such they are all undisputed documents. Though the 1st Party objected marking of Photostat copies of the documents, the objection was overruled and the documents are taken on record. However, the 1st Party has not disputed the veracity of these documents. MW-1 reiterated the stand of the management in his affidavit evidence. During his cross examination he admits the suggestion that the post of Special Assistants is continued in the 9th Bipartite Settlement as a post carrying special pay.

Rebuttal evidence is adduced by the 1st Party No. 1 through its Honorary President. In his affidavit evidence he contends that when the demand of the Bank for abolition of special pay carrying post was rejected at Industrial level negotiation, on overreaching the Bipartite Settlement the Bank has issued notice dated 16.11.2002 that amounts to refusal on the part of the 2nd Party to bargain collectively in good faith with the recognised Trade Union. It is a prohibited unfair labour practice under the 5th Schedule of the Act. The Bank resorted to section 9(A) as a device to circumvent the law and frustrate the collective bargaining; while the conciliation proceedings was in progress the circular dated 13.03.2003 was issued proposing to promote Special Assistants to officers post in junior management grade scale-I; they threatened the Special Assistants that if they do not participate in the promotion process, they will be reverted as clerk and posted to punishment centres.

14. The adjudication does not warrant reiteration of the history as narrated in the pleadings and the examination in chief evidence of the witnesses. It is already on record that subsequent to the reference there was another settlement / 9th Bipartite Settlement between the Union and the Management whereby the post of Special Assistants carrying special payments is continued. Even at this stage the parties differ as to whether it is a special pay or a special allowance, be that as it may be. Within the spectrum of the present dispute, this Tribunal is only concerned about the justifiability of the action of the Management in not filling up the post carrying special allowances as identified by the Industry level Settlement between the Association of the Banks and Association of the Various Bank Employees. The Tribunal cannot be unmindful of the present scenario wherein Private Banks and Multi National Banks have entered the field of Banking in the Country. Though the Industrial Dispute is always between the Management on the one side and the workmen on the other side it shall always be borne in mind the existence or exit of an Industrial concern is dependent on the 3rd Stake Holder i.e. the Customer. While the Management and the work force are on the issues concerning their Welfare, convenience, benefits, very rarely they bring in the issue of the customer care. By this day the Indian Banking has gone sea of change in its Administration, Business and Customer Service. While the 2nd Party maintains that entrusting Special Assistant duties to its clerical employees is the domain of the Individual Bank, the 1st Party would insist that post of Special Assistant is the only opportunity for career progression of the workmen who are unable to become officer either because of their not being able to compete and secure higher rank in the All India Process of selection by competition or unable to go far off places due to personal or family reasons. It was pointed out by the 2nd Party that there are introducing CBS system over 1500 Branches, vide 8th Bipartite Settlement, clerical staff are entrusted with additional computer operator duties (B) category and the staff carrying on those duties are given enhanced amount of special pay than that of the regular computer operator 'A' category. The evidence brought in by the 1st Party does not address the above contention of the 2nd Party, as to which are those special pay posts which are essential to run the Banking Business. As per the 8th Bipartite Settlement Schedule V they are said to have agreed between themselves "*The special pay duties do not include the routine duties of the cadre (Clerical / subordinate) which a workman has to normally perform; but merely refer to special allowance duties which if performed in addition to routine duties will entitle a workman to special pay in terms and conditions provided in Chapter V of the Bipartite settlement as modified*". It is also agreed that

"(ii) Henceforth, selection of staff being entrusted with special pay carrying posts shall be on the basis of their suitability for their specialised function, norms for which shall be decided at the Bank level".

15. Thus 1st Party having accused the stewardship of the 2nd Party about selection of special pay carrying post, there is no logic on their part in questioning the reduction of post carrying special allowance. Much is said on the legality of the termination of the Bilateral Settlement of 06.04.2002 by issuing a notice under sec 9-A of 'the Act'. But when it is a fact between the parties that subsequently they have gone for 9th Bipartite Settlement retaining the post of Special Assistants, the logical conclusion is, there is no existing Industrial Dispute between the parties on the subject. It is up to the parties by deliberate the subject across the table to identify the post carrying special allowances, keeping in view the requirement of the competitive Banking Service in the Country. There is no logic in insisting the Bank to maintain the posts identified by the 1st Bipartite Settlement of 19.10.1966. The Bipartite Settlement of 06.04.2002 is terminated within a short span by issuing a notice of 16.11.2002. Since, no period was contemplated in the said

settlement no fault can be found on the part of the 2nd Party in issuing the said notice. In the light of the provision 2 to section 19 of the Industrial Dispute Act which contemplates, “(2) *such settlement shall be binding for such period as is agreed upon by the parties, and if no such period is agreed upon for a period of 6 months from the date on which the memorandum of settlement is signed by the parties to the dispute and shall continue to be binding on the parties after the expiry of the period aforesaid until the expiry of 2 months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement*”.

However, said notice was not acted upon in its entirety and several staff members who did not opt for promotion continued as Special Assistants, thereby diffusing the tense created by the termination notice. Various Hon'ble High Courts have already rejected to intervene in respect of abolition of special pay allowance posts.

16. For the discussions supra, I hold that the referred Industrial Issue pales by itself consequent upon the subsequent 9th Bipartite Settlement wherein the post of Special Assistant was also one of the subjects and there is no apprehension of Industrial unrest in the matter. The 1st Party members are not entitled for any relief in this reference.

AWARD

The reference is rejected

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 23rd August, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 29 अगस्त, 2019

का. आ. 1642.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ सं. 44/1998) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/78/1997-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 29th August, 2019

S.O. 1642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/1998) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Bank of India, and their workmen, received by the Central Government on 29.08.2019.

[No. L-12012/78/1997-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 23RD AUGUST 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

CR 44/1998

I Party

Sh. Shantakumar,
Vetal Building-CCB-123,
III Cross, Nehru Nagar,
Belgaum - 590 010.

II Party

The Chief Regional Manager,
Bank of India,
Regional Office,
49, St. Marks Road,
Bangalore - 560 001.

Appearance

Advocate for I Party : Mr. Anat P Savadi

Advocate for II Party : Mr. Pradeep S Sawkar

AWARD

The Central Government vide Order No. L-12012/78/97-IR(B-II) dated 23.04.1998 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of management of Bank of India in dismissing the services of Sh. Santakumar Basappa Bevinakatti, Ex-Clerk w.e.f 08.10.1994 is legal and justified? If not, to what relief the said workman is entitled?”

1. The 1st Party workman herein joined the service of the 2nd Party as a Cashier cum Accounts Clerk on 02.03.1982; on certain allegations Charge Sheet dated 08.09.1993 was issued, he submitted his reply refuting the allegations levelled in the Charge Sheet. The 2nd Party held Domestic Enquiry on appointing the Enquiry Officer. Enquiry report was submitted by the Enquiry Officer after holding a Full-fledged enquiry, holding the workman guilty of the charges. The Disciplinary Authority acting on the enquiry report dismissed him from service w.e.f. 08.10.1994.

2. In his claim statement the workman contends that the amount of misappropriation as shown in the Charge Sheet does not tally with the figures of the inward and outward cash book, without ascertaining the actual figures Enquiry Officer have recorded perverse findings. He has placed reliance on the confession letter obtained from the Police Authority but the Police Authorities obtained the confession letter from him under threat. The Bank has not lost the amount as alleged; he is unemployed and has no source of livelihood.

3. The 2nd Party in their counter statement would contend that while working in the Bijapur Branch of the Bank he misappropriated the Bank amount between 22.10.1992 to 07.01.1993. He enacted a drama of robbery resulting in cash loss of Rs. 12,70,000/- to the Bank, amounting to misconduct under Clause 19.5 (d) & (j) of the Bipartite Settlement. During the Domestic Enquiry, full opportunity was given to him to defend against the charges; copy of the enquiry finding was furnished to him; on a careful consideration of his representation he is dismissed from service vide order dated 18.10.1994. He is guilty of misappropriation, breach of trust resulting in cash loss of Rs. 12,70,000/- to the Bank. The punishment imposed is not excessive.

4. Regarding the grievance of the workman pertaining to fairness of Domestic Enquiry, a preliminary issue was raised, tried and answered vide order dated 23.07.2002, upholding the Domestic Enquiry as *FAIR AND PROPER*.

5. The 1st Party has given evidence by way of affidavit alleging that he is victimized by the Management and he is unemployed. Written argument is submitted by the 2nd Party. Though notice was issued and was served, 1st Party did not turn up to submit his argument.

6. The charge sheet was issued to the 1st Party in respect of the misconduct alleged to have been committed by him while working as clerk cum cashier in the Bijapur Branch of the 2nd Party Bank; vide articles of charge dated 08.09.1993.

7. The gist of the charge was,

Firstly, on 22.10.1992 he had taken Rs. 1,33,865.85 from the cash safe for the transaction of the day; he received Rs. 2,10,681/- during the day and had made payments of Rs. 1,71,641/-; he was required to deposit Rs. 1,72,905.85 at the end of the day, but he deposited Rs. 1,33,865.85 only and misappropriated Rs. 39,040/-; on the following day of 23.10.1992 he took out Rs. 2,28,865.85 from the cash safe for the day's transaction during the day he received Rs. 3,03,944/- and made payments of Rs. 63,050.85 at the end of the day's cash transaction he should have lodged Rs. 4,69,759/- in the cash safe, but he lodged Rs. 5,08,799/- i.e. an excess of Rs. 39,000/- to suppress the misappropriation of Rs. 39,040/- committed by him on the previous day still leaving behind Rs.40/- which was misappropriated by him.

Secondly, on 13.11.1992 he took out Rs. 6,35,279.50 from the cash safe; during the day he received Rs. 64,382.75 and made payments of Rs. 21,558/- at the end of the day he was required to lodge Rs. 6,78,104.25 in the cash safe instead he lodged Rs. 6,68,104.25 thereby misappropriating Rs. 10,000. Likewise, he misappropriated Rs. 15,000/- on 20.11.1992, Rs. 20,000/- on 28.11.1992, Rs. 14,000/- on 05.12.1992 and Rs. 60,000/- on 07.01.1993. Besides misappropriating Bank's fund, he made fictitious entry in the cash in and out pass book maintained at the Bank without the initials of the Manager and the Assistant Manager; he has made entries on 04.01.1993 in respect of Rs. 3,10,000/- on and 06.01.1993 and 07.01.1993 of Rs. 4,20,000/- without actually lodging the said amounts. On coming to know that excess cash in the Branch will be lodged in Solapur Currency Chest of the Bank on 12.01.1993, on 08.01.1993 under the pretext of taking out a Gift Cheque from the cash safe, he obtained the dual control cash safe keys

from the Manager. By using the said keys along with his own key, he opened the cash safe took out a gift cheque, returned the manager's key without locking the cash safe with Manager's key. At around 2.30 p.m. while the staff members, were away without knowing that Sh. Bannur is in the Bank he sent Sh. Sunil Dahihande / a Budlee Sepoy to fetch medicine/tablets for him, he opened the cash safe in the strong room, threw the cash bundles/packets in and around the cash safe and created a drama that robbery had been taken place in the Branch resulting in cash loss of Rs. 12,70,000/-.

8. During the Domestic Enquiry the Management examined eight witnesses; the workman examined two defence witnesses.

The first witness / MW-1 was the Manager of the Bank, he identified the Attendance Register maintained in the Bank for the month of October 1992 to January 1993 during which period the alleged misconduct is committed; he also identified the extracts of the cash receipts book, scroll book, daily cash balance book, cash payment book, payment scroll for the relevant dates, cash in and out pass book for the relevant dates, the complaint lodged to the police, the communication received by the Branch from the Police that during their investigation it is revealed that the Cashier of the Bank has misappropriated the entire amount over a period of month and used the money to buy lottery tickets; no robbery has taken place as alleged by him. The evidence brought in by MW-1 corroborated the charge sheet allegation. The evidence of this witness was on the basis of the records since he was not the Manager during the period when the alleged misconduct had occasioned.

9. The second witness was the Official who had worked at Bijapur Branch from June 1990 to 16.06.1993; he narrated the incidence of 08.01.1993 to the effect that, at about 3.10 p.m. after returning from lunch he resumed to his seat, at the request of the customer for DBD receipt for which remittance was made in the morning; Mr. Ashrit the concerned clerk in-charge of the deposit went to the strong room to bring the DBD receipt book, immediately he came out and told that somebody is lying on the floor of the strong room; it was dark inside, the witness could not recognise the person lying in the strong room, there was no electric bulb in the strong room, after making arrangement for the bulb in the strong room and he switched on the light, he found that the person laying was Mr. B. Shanthakumar, it looked like he is already dead however he was alive, they shifted him to the hospital, the cash safe was wide open, some cash bundles were on the top of the safe and other bundles were scattered on the floor, the cash safe key was inserted in the safe itself; Cashier's cash cabin key was lying on the ground; the Manager came to the Branch along with one Mr. M.R.C. Murthy who was on the official visit to the Branch; the Manager visited the 1st Party in the Hospital and returned to the Branch, on verification of the cash safe the Manager noticed that lot of cash is missing and called the Police, the Police arrived with the dog squad; but the dog squad did not go beyond the Bank premises. The Police recorded the statements of the staff members upto 11.30 p.m.; at 1.30 a.m. the Superintendent of Police who returned from the hospital told the staff members that the cashier has admitted his guilt and he alone is responsible for the cash loss and none else was responsible; he has taken out the cash over a period of time and was utilising the money for purchase of lottery tickets, he admitted of misusing the goodness of the Manager. The matter was published in the Newspaper.

10. The witness further stated that he was holding the cash key in the absence of the Manager; in the evening while keeping the money in the safe, the cashier would place before him cash in and out pass book along with DCB; the witness would check the final figures of the DCB with the final figures of cash in and out pass book, he would hand over the key to the cashier to lock the cash safe after applying both the keys the cashier would return the key; the witness confirmed the signature on the DCB on 28.11.1992 and further stated that he has not checked the arithmetical accuracy of the cash drawings / lodgement as entered in the cash in and out pass book.

11. MW-3 is the Security Officer who investigated the matter; during the course of his investigation he has recorded the statement of the 1st Party in the City Jail wherein he unequivocally admitted his guilt.

MW-4 was the then Manager of the Branch, he deposed about handing over his keys to the 1st Party at 2.15 p.m. while he was in middle of discussion with one Mr. M.R.C. Murthy who was on his official visit. The 1st Party within 5 or 6 minutes returned the key saying that he has locked the cash safe; around 2.30 p.m. during the lunch break he went outside with Mr. Murthy and returned to the Branch at 3.55 p.m. and was informed of the incident by MW-2. He has deposed about the confession of the 1st Party to the Police in the Hospital on the same night. Further he has met the 1st Party in the Jail along with Investigating Officer and Sh. M.R.C. Murthy wherein 1st Party unequivocally admitted the onus of the whole incident and had admitted that he was taking out money of Rs. 30,000/- to Rs. 35,000/- every day from end of November 1992 and using the same for playing lottery.

MW-5 / Sh. M.R.C Murthy was with the Manager on the date of the incident and he corroborated the statement of MW-4.

MW-6 was an official of the same Bank, as per his deposition on that day he along with one Mr. S.S. Patil had gone out for lunch and the 1st Party workman had stayed back in the Branch; he has further deposed that after return they resumed to their regular work; at around 3.15 p.m. Mr. Ashrit went inside the strong room to take the term deposit

receipt book and found somebody lying on the safe room; remaining portion of his evidence is in corroboration to the statements given by the earlier witnesses.

12. MW-7 was the then Superintendent of Police in Bijapur, he has deposed about visiting the hospital after getting the information about the case and about the confession given in his presence by the 1st Party about the incident sitting on a small katta in front of the hospital ward; 1st Party had narrated about getting entangled in playing lottery by investing Rs. 20,000 to Rs. 30,000 every alternate day; when the Manager told him to remit the money to Solapur Currency Chest he played the drama; the 1st Party had stated that the strangers had put chilli powder to his eye but he confirmed from the Doctor that no pungent object was found in his eyes; after examining the 1st Party and the lottery agent, he came to the conclusion that it was not an actual dacoity but a drama played by the 1st Party to cover up his misdeed.

MW-8 was the then Circle Police Inspector, Bijapur City Circle, who on receiving the information proceeded to the Bank enquired about the incident from the Bank officials directed the Sub inspector to receive the complaint after getting medical opinion from the concerned doctor that the 1st Party is in a fit condition to give the statement, recorded the statement of the 1st Party in the presence of Superintendent of Police.

13. The first defence witness who was working then as Cash cum Accounts Clerk, deposed that whenever the 1st Party used to go on leave, the witness used to take charge of the cash, while taking charge he used to count thoroughly the entire cash with DCB and it used to be correct and there is no dual control of the cash key; he has further stated that no surprise check of cash was done by Manager.

DW-2 was Ashrit, he had seen the 1st Party laying in the strong room with injury at 3.15 p.m.

14. The Enquiry Officer during the course of analysis of evidence of the management witnesses accepted the theory of the prosecution that around 2.p.m. 1st Party collected the keys of the cash from the Manager and returned the same without applying to the safe, but falsely informed the Manager that gift cheque was to be issued to a customer; when the staff member went out for lunch he enacted a drama of robbery by entering the cash room, opening the cash safe throwing the cash bundles around the safe and fell unconscious by inflicting injuries himself; in his unconscious state the staff members shifted him to the hospital at 3.15 p.m.; on gaining conscious he told that somebody hit him and took away the cash; the matter was reported to the Police by the branch; Police could not find any clue of robbery; they found the cash loss Rs. 12,70,000/- and lodged the Police complaint at 11.30 a.m.; during his interrogation 1st Party confessed about taking entire money over a period of one and a half month and using the money on single digit lottery. Fearing that he will be exposed he enacted the robbery drama.

15. The Enquiry Officer observed that the defence only tried to point out lapses on the part of MW-2 and MW-4 in maintaining dual control of cash at the Branch. The evidence of the Defence witness was also focused on the lapses in maintaining dual control of the cash and routine cash checking at the Branch. The 1st Party had stated before the Enquiry Officer that his confession statement was taken by the Police under threat, but the Enquiry Officer in this regard could not be persuaded, since while MW-7 and MW-8 were examined there was no question to them about the threat and coercion exhorted by the Police. Twice 1st Party has confided his involvement in the misconduct. First time when his statement was recorded by the Police in the Hospital. It cannot be presumed that the Police could exhort any undue pressure or coercion on him in the hospital. He was not under the custody of Police at that time. He was arrested on the following day on 09.01.1993 on the basis of his voluntary statement; said statement was marked during the enquiry as Ex ME-12. Next time when he revealed his involvement before the Branch Manager, he was an inmate of the Jail and already Criminal Proceedings was initiated against him. The statements of the Police Officers MW-6 and MW-7, also the Branch Manager and MW-5 the independent circumstantial witness, are all of same texture about his admission of guilt. That led the Enquiry Officer to conclude that two charges are conclusively proved.

16. Ongoing through the evidence placed before the Enquiry Officer viz a viz the Enquiry Report the finding is wholly based on the evidentiary material borne out from the record. The 1st Party did not submit his reply to the charge sheet. Of course, any confession given by an accused to the Police in a Criminal Trial is hit by the provision of the section 24 of the Indian Evidence Act and not admissible. As per section 27 of the Indian Evidence Act that portion of the statement of the accused which leads to discovery is admissible. The evidence brought in, before the Enquiry Officer establishes that twice the 1st Party admitted his involvement in the theft of the Bank's money. Not only that, strict application of evidence act is not applicable in a Domestic Enquiry but also for the reason that all the witnesses were official witnesses and the tone of their deposition are natural. I do not find any flaw on the part of the Enquiry Officer in coming to the conclusion that the charges are proved.

17. Glaringly there is omission on the part of the Manager and the Assistant Manager in not overseeing the authenticity of the records like scroll and pass books viz a viz the cash amount in the cash safe. But such lapses cannot be benefited by the 1st Party workman for his active indulgement of theft of the Bank's money. It is also a fact that the stolen money is not traced and the Bank has suffered monetary loss of Rs. 12,70,000/-. When it is evident that the 1st Party had invested the entire amount on single digit lottery and lost everything, where is the question of recovery of

the stolen property. The gravity of misconduct alleged and proved amounts to gross misconduct within the meaning of para 19.5 (d) & (j) of the Bipartite Settlement dated 19.10.1966 which attracts the punishment not less than dismissal from service. It is not a fit case to intervene under the jurisdiction of section 11-A of 'the Act'.

AWARD

The reference is rejected

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 23rd August, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2019

का.आ. 1643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 17/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.08.2019 को प्राप्त हुआ था।

[सं. एल-17012/11/2012-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd September, 2019

S.O. 1643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2012) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India and their workman, which was received by the Central Government on 26.08.2019.

[No. L-17012/11/2012-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 13TH AUGUST 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

CR 17/2012

I Party

Sh. S. Sashidhar,
S/o Late Sh. Sattaiah,
No. 1682,
CH-12/1A, 10th Cross,
Ashokpuram,
Mysore – 570008.

II Party

The Senior Divisional Manager,
LIC of India, Divisional Office,
Mysore-Bangalore Road,

Appearance

Advocate for I Party : Mr. V.S. Naik

Advocate for II Party : Mr. B.V. Krishna

AWARD

The Central Government vide Order No. L-17012/11/2012-IR(M) dated 26.06.2012 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the workmen of the management of Life Insurance Corporation of India, Divisional Office, Mysore represented by its Senior Divisional Manager in terminating the services of Shri S. Sashidhar S/o Late Sattaiah w.e.f 01/10/2007 is legal and justified? What relief the workman is entitled to?”

1. The above dispute is initially sponsored by the 1st Party Trade Union. The case of the 1st Party workman is, he joined the 2nd Party as a Sub-Staff w.e.f 15.07.1997. After selection as Attendant-cum-Caretaker / Sepoy, he was paid meagre wage of Rs. 1,200/- (Rupees Thousand Two Hundred Only) per month, without issuing any memo or notice he is refused employment from 01.10.2007. The 2nd Party called for application for the eligible temporary / daily wagger employee vide letter dated 20.05.2011. He was entitled for employment in lieu of order declared by Judgement of Hon'ble High Court, but they did not receive his application. His Writ Petition seeking for a direction in WP No. 19040-41/2011 came to be disposed off; In Writ Appeal the Hon'ble Division Bench permitted him and similarly placed co-workman to withdraw the appeal so as to enable them to raise the Industrial Dispute. The work which he was carrying out exists even today; overlooking his seniority others are employed. Refusal of employment to him amounts to retrenchment but in violation of the mandatory requirement of Section 25 F of the Act.

2. The 2nd Party Countered the claim statement allegation on the following line: -

He is not a workman as claimed by him but a contractor under a Contract Agreement. There is no Employer-Employee relationship. He entered into Contract Agreement for maintenance of Guest House from 19.05.2000, which was renewed once in 11 months upto 30.09.2007. He is paid remuneration in terms of different agreements entered from time to time. He locked the Guest House and left the place without informing the 2nd Party and caused inconvenience to the Guest. Finally, 2nd Party broke open the lock and took possession of the Guest House. Fresh Tender for maintenance of the Guest House was called for and the best bidder is selected. He is not a temporary Sub-Staff and not appointed for selection as claimed. He had submitted representation for consideration as Guest House Keeper but same is not considered.

It is further contended that the Judgement of the Apex Court is not applicable to him as he has not fulfilled the eligible condition. The Zonal Office issued a notification on 20.05.2011 calling for Temporary Staff who have worked for more than 5 years and who were on roles as on 18.01.2011. Since, the 1st Party had not fulfilled both the eligibility conditions 2nd Party did not entertain his representation for writing the examination. They have regularised 14 Sub-Staff who have fulfilled eligibility conditions and who wrote the limited written examination. Successful candidates are absorbed as Sub Staffs.

3. Both parties have adduced evidence corroborating their respective statements.

The 2nd Party among others have produced the Photostat Copies of the agreement dated 19.05.2000, 6 Contract Agreements commencing from 21.12.2001 to 01.11.2006 entered into between two Parties and they are marked as Ex M-3 to Ex M-9 respectively.

During his cross examination MW-1 identified the representations made by the 1st Party workman to the Chairman as Ex W-1 to W-3 and clarifies that no reply was given to the representations since, by that time new Contractor was engaged by calling Tender and there was no vacancy.

4. During his cross-examination, 1st Party workman admits that he had not submitted any application for the post and no appointment order was issued to him. He admits his signature on the agreements Ex M-3 to M-9.

5. The referred issue is so framed as to impress that the 1st Party is a workman under the 2nd Party and he is terminated from service. On the admission of the 1st Party workman it surfaces that no application were called for the post of Sub-Staff and no appointment order is issued to him, even there is no Termination Order also.

The 1st Party himself has brought on record that his grievance against the 2nd Party was, that he has not filed his application when they notified for the post of Sub-Staff from Temporary Sub-Staffs who worked for more than 5 years and who were on role as on 18.11.2000. Though, he contends that he withdrew the Writ Appeal and he is given liberty to raise the Industrial Dispute by the Hon'ble Division Bench, no such order is produced before this Tribunal. He has not disputed the genuineness of the Agreements / Contracts between him and the 2nd Party. Oral evidence contrary to the documentary evidence is inadmissible and hit by Section 92 of the Indian Evidence Act. Though, strict application of the Evidence Act is not adopted in Industrial adjudications, one cannot ignore the basic Principles of Evidence Act. When it is proved that the relationship between the parties was under the Agreement / Contract, same is acted upon also, fresh claim by him that he is a workman under the 2nd Party does not stand to reason. The evidence is crystal clear that there is no relationship of Employer and Employee between the Parties.

While the referred issue calls for an answer about the legality of the Termination Order, the claim placed by him before this Tribunal is otherwise. He is looking for regularisation of service without working at least as a temporary employee under the 2nd Party. The Judgement relied by him does not come to his aid, since, he has not established his identity as a workman as per the definition of Clause of Section 2(s) of the I D Act, the claim lacks merits.

AWARD

The reference is rejected

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 13th August, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2019

का.आ. 1644.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आईएनजी लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या 11/2012 एवं 11/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.08.2019 को प्राप्त हुआ था।

[सं. एल-17012/38/2011-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd September, 2019

S.O. 1644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2012 & 11/2011) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ING Life Insurance Co. Limited and their workman, which was received by the Central Government on 26.08.2019.

[No. L-17012/38/2011-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 13TH AUGUST 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

COMMON AWARD

in

CR 11/2012 & ID No. 11/2011

I Party

Sh. G. Vijaya Kumar,
S/o Sh. Gopalappa,
BO 158/4, 60 Feet Road,
MEI Layout,
Bangalagunte Main Road,
Bangalore – 560073.

II Party

The Vice President (HR),
ING Life Insurance Co. Ltd.,
5th Floor, “ING Vysya House”,
No. 22, MG Road,
Bangalore – 560001.

Appearance

Advocate for I Party : Mr. S.B. Mukkannappa

Advocate for II Party : Mr. B.C. Prabhakar

AWARD

The Central Government vide Order No. L-17012/38/2011(IR(M)) dated 13.03.2012 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the Management of M/s ING Life Insurance Co. Ltd., Bangalore, in imposing the punishment of discharge from the service w.e.f. 04.05.2011 on Shri. G. Vijaya Kumar, is legal and justified? What relief the workman is entitled to?”

1. In the mean time, the 1st Party filed A petition under Section 2A (2) of the I.D Act on the very same cause of action.

The claim of the 1st Party workman is, he was appointed as Sales Manager w.e.f 12.05.2009 and posted to M.G. Road Branch of the 2nd Party on annual Salary of Rs. 2,85,000 (Rupees Two Lakhs Eighty Five Thousand Only) and other allowances. He was put on probation for 6 months; on satisfactory completion of probation period his service is confirmed. He was not allowed to report to duty on 29.01.2011, when he returned after availing leave for two days. The Branch Manager by using whitener in the attendance register marked his absence till 31.01.2011 and also mentioned as 'Resigned', his name is removed from Muster Roll w.e.f 01.02.2011. The 2nd Party issued a notice dated 31.01.2011 alleging that he had remained unauthorisedly absent from 22.01.2011 and called upon him to report on or before 11.02.2011 etc. The 1st Party on receipt of the notice approached the Manager and sought permission to report on duty but the Branch Manager did not allow him to report to duty. The 1st Party sent his reply on 10.02.2011, the 2nd Party by way of order dated 24.02.2011 discharged from service. His work was purely clerical in nature; his duty was to process the applications for selection of advisor / financial consultant; he used to apprise the customers for the business of 2nd Party; he had no supervisory control or Administrative power to take independent decision; he is a workman under Sec 2 (s) of the I.D Act. The action of the 2nd Party is illegal and arbitrary.

2. The 2nd Party attacked the claim basically on the ground that, he is not a workman as defined under Section 2 (s) of 'the Act'. It is contended that his starting pay was more than Rs. 2,85,000/- (Rupees Two Lakhs Eighty Five Thousand Only) per annum as annual fixed compensation, he was receiving total remuneration of Rs. 26,773/- (Rupees Twenty Six Thousand Seven Hundred and Seventy Three Only) per month as per the salary slip of January 2011; his responsibility was to identify, recruit, appoint and train insurance advisors and support them in securing licences from Insurance Development Authority and supervise insurance advisors through whom sale of insurance policies were managed. He was discharging Managerial function. It is further contended that his performance was poor since, August 2010; he recruited only one advisor since the said period; he was highly irregular to the Office; he was issued unauthorised absence letter on 31.01.2011 informing him to report to duty before 11.02.2011, failing which appropriate action will be taken against him including termination of employment. He came to the Office and forcibly tampered with the attendance register for the days 24th and 25th of January 2011; by way of a legal notice dated 03.02.2011 he made false allegations against the 2nd Party and the Branch Manager. He also sent similar letter by way of Fax on 10.02.2011, due to above high-handed activities and attitude of the 1st Party the contract of employment was severed and he is discharge from service w.e.f 24.02.2011. Due to his non co-operation, they could not issue cheque to his full and final settlement. He has refused to accept the cheque at Rs. 22,046/- (Rupees Twenty Two Thousand Forty Six Only) dated 29.04.2011. No further amount is due to him from the 2nd Party.

3. On behalf of the 2nd Party, two witnesses are examined. The first witness / MW-1 is the General Manager of the 2nd Party and the 2nd witness / MW-2 is the Senior Branch Manager of the 2nd Party.

During the cross-examination of MW-1, it was elicited that a Sale Manager has no authority to initiate Disciplinary Action or to terminate the Company Officials. During the cross-examination of MW-2, he expressed his ignorance as to who was responsible for entering the word 'Resigned' in the attendance register. In the next breath, he came out with the proposition that Mr. Joseph who maintains the attendance register may be responsible.

4. The 1st Party workman did not turn up after the 2nd Party closed their evidence. In an Industrial adjudication whenever an employer disputes the identity of the employee as a 'Workman' it is for that employee to establish that he is a workman as defined under Section 2 (s) of the I.D Act. The 1st Party herein, after approaching the Conciliation Authorities, while conciliation was still in progress without waiting for result of conciliation had hurriedly filed the petition under section 2A(2) of the I.D Act. It is true that, he was successful in extracting the answer that a Sales Man is not a Disciplinary Authority or an Administrative head. But said admission itself is insufficient to uphold his contention

that, he was in fact performing the work of a workman. Had if, he had entered the witness box then, there was scope for this Tribunal to assess the nature of the work performed by him. In the absence of any evidence contrary to that of the Management Witnesses, I have no other go except to hold that the 1st Party workman is not a workman as contemplated under section 2(s) of the I.D Act. The undisputed fact between the parties is, he was drawing Rs. 2,85,000/- (Rupees Two Lakhs Eighty Five Thousand Only) per annum from the 2nd Party in the nature of annual fixed compensation along with other allowances. His service with the 2nd Party is in accordance with the terms of his appointment letter Ex R-2, which contemplates that he is bound by Organisation's Performance Management System (as per Clause 4 of Ex R-2) and his termination may be at the instance of both Parties with one month notice or one month basic salary in lieu of notice (as per Clause 9 of Ex R-2). That keeps him away from the umbrella of Section 2 (s) of the I.D Act and thus, this Tribunal as no jurisdiction to adjudicate the referred issue. Hence the following,

AWARD

I. D. No. 11/2011 is dismissed. The reference in C.R No.11/2012 is rejected. The original of this order is kept in CR No.11/2012 and the copy in I.D No.11/2011.

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 13th August, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2019

का.अ. 1645.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एयरपोर्ट अथॉरिटी ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 52/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.08.2019 को प्राप्त हुआ था।

[सं. एल-11011/13/2011-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd September, 2019

S.O. 1645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2011) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Airport Authority of India and their workman, which was received by the Central Government on 28.08.2019.

[No. L-11011/13/2011-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT No. 1, NEW DELHI**

ID No. 52/2011

Shri Shanmugam, Anil Kujmar, Vijay Veer,
Mahinder Kumar and P.L., Mahadesh
As represented by
International Airport Authority Employees Union (Regd.)
Through its General Secretary Shri M.K. Ghoshal,
Having its office at
T-3/2, 3,4, INA Colony, New Delhi 110023

... Workmen/Claimants

Versus

The Management of Airport Authority of India,
 IGI Airport, New Delhi
 Through its Director Incharge.

...Management/ Respondent

AWARD

This Award shall decide a reference which was made to this Tribunal by the Appropriate Government vide its letter No.L-11011/13/2011/IR(M) dated 15.04.2002 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

‘Whether the action of management of Airport Authority of India in not regularizing the services of S/Shri Shanmugham, P.L. Madesh, Anil Kumar, Vijay Veer and Mahender Kumar, erstwhile contract labour and now daily wagers/casual worker, is just, fair and legal ? If not, what relief these workmen are entitled to and from what dates ?’

2. Both parties were put to notice and the five workmen Shanmugham and others filed their joint statement of claim which was subsequently amended. As per averments made in the statement of claim that they have been working as sweepers with the Management at Terminal II of IGI Airport. Earlier they worked with the Management through contractors since after their joining during the period from 1981 to 1996 and the contractors continued to keep changing from time to time, **but with effect from 1st February, 1997 they have been working under the direct service and control of the Management as daily wager.** It is stated that immediately after the workman joined their duties inside the Airport Terminal, they were issued Photo Identity cards upto 31/12/2009 and thereafter they were posted at Regional Headquarter, Northern Region Operational Offices, Gurgaon Road, New Delhi where Photo Identity Cards are not required. It is pleaded that soon after abolition of contract labour by the Government of India as well as by the Hon’ble Supreme Court of India w.e.f. 6/12/1996, workmen undergone the medical examination by the Doctors of the Management and only thereafter they were directly taken on duty by the Management on its roll w.e.f. 1/2/1997. It is pleaded that though the workman/claimants were illegally refused to join duty w.e.f. 15 /12/1998 for which they filed civil suit but now they are in the employment of the Management. Though the workman/claimants are working regularly and uninterruptedly and performing the job of permanent nature, but their services have not been regularized by the Management. Despite the fact that the workmen fulfilled the eligibility criteria, the Management did not regularize them rather a large number of persons junior to the workman such as Balraj, Deepak, Kuppuswamy, Sunder Lal, Ayye, V. Selkuvam, Susheela, Salma, Vidya Devi and Giri Ram and this action of the Management is discriminatory and illegal. Thereafter the claimants/workmen approached the Conciliation Officer but to no avail. Prayer has been made that Management be directed to regularize the services of the claimants.

3. The claim of the Workman has been resisted by the Management who filed its reply/written statement and took preliminary objections that there is no relationship of employer-employee between the parties. While denying the allegations of the claimants/ workman it has been alleged that the Management had been awarding contracts and the contractors had been getting the execution of awarded jobs on employing workers under their employment. It is denied that claimants had fulfilled the conditions of eligibility or that a large number of persons junior to them had been allowed to work/regularize by the Management. It is also alleged that the workmen had not been found eligible for regularization after detailed scrutiny by the Committee of the Management and hence their services were discontinued. It is reiterated that at no point of time there has been relationship of employer-employee between the workmen and the Management. Prayer has been made for dismissal of the claim petition.

4. The claimants/workmen filed rejoinder, denying the allegations of the Management and they reiterated the averments as made in the claim petition.

5. The Claimants/workmen in support of their case examined themselves as WW1 to WW 5 who tendered their respective affidavits Ex.WW1/A to Ex.WW5/A. They also examined WW6 Shri Pramod Kumar Sharma, Regional Secretary and WW7 Shri Lalit Shankar Gaur, Vice President of Airport Employees Union regarding espousal of the cause of the workmen/claimants vide resolution Ex.WW6/M-1 passed in the meeting of the Union held on 25/3/2000, proceedings of which are Ex.WW6/M-2. Though WW 6 and WW7 were cross examined at length but nothing came out of their cross examination to show that there is no espousal to the cause/dispute of the workmen by a registered/recognized Union.

6. On the other hand, the Management examined only one witness - MW1 Shri Puneet Verma, Junior Executive (HR) who tendered his evidence by way of affidavit Ex.MW1/A.

7. I have heard Shri H.S. Sasan, A./R for the workmen and Shri Sunil Dutt, A/R for the Management.

8. During the course of arguments, learned A/R appearing for the Management strenuously argued that since the workmen/claimants were employed by the contractors whom contract was awarded by the Management, there exists no relationship of employer-employee between the parties and hence, the workmen/claimants are not entitled to any relief.

9. Per contra, learned A/R for the workmen submitted that no doubt earlier the claimants were working with the Management through contractors but w.e.f. 1/2/1997 they have been working as daily wager on the roll of the Management and for this purpose, they had also completed the formality of medical examination and as such, they exists relationship of employer-employee between the parties.

10. This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimants herein. In this respect, it is appropriate to refer to the evidence adduced on record by the parties. Deposition of the claimants vide their Affidavits Ex.WW1/A to Ex.WW5/A as well as additional affidavits Ex.WW1/AA to Ex .WW5/AA is in line with the averments made in the claim petition. In cross examination they admitted having worked in the office of Management through the contractor/s concerned from the date of their initial engagement upto 31/1/1997. Detailed cross examination was done on behalf of the Management to shake the testimony of the workmen/claimants on the point/s that there has been no relationship of employer-employee between the parties and that the workmen at no point of time worked under the control and supervision of the Management, but to no avail. The workmen have testified that they initially worked with the Management through contractor/s upto 31/1/1997 but **with effect from 1/2/1997 they have been working as sweeper (doing cleaning and dusting work) directly under the control and supervision of the Management of Airport Authority of India.** This version of the claimants/workmen finds support from the document Ex.WW5/M-1 (which is a fax message dated 29/1/1997) whereby General Manager (Law) of the Management communicated to the Airport Director, AAI, IGI Airport, New Delhi that consequent upon the judgement of Hon'ble Supreme Court dated 6/11/1996 concerning the employees in the field of sweeping, cleaning, dusting and watch and ward, following actions be taken as an interim measure :-

- a) No fresh NIT/NIQ be issued for engaging any labour in the field of sweeping, cleaning, dusting and watch & ward.
- b) The number of such force which is being utilized at the moment for the purpose of above said services shall not be extended/increased by any means. There shall be no addition or reduction in persons deployed as on 6th November, 1996.
- c) For all practical purposes since contract system in this filed has been abolished, the contractors those who were managing these functions be dispensed with after settlement of their dues for rendering such services forthwith.
- d) **The work force those who are engaged in this field will continue to work directly under the AAI to be supervised by the concerned Caretakers, Supervisors or Superintendents, Incharge of the area.**
- e) **All the sweeping and cleaning materials, uniforms and other allied equipments will be henceforth supplied by the AAI for the purpose.**
- f) **Statutory contributions towards EsI, PF etc. will be paid by the AAI directly to the concerned authorities following the due process of law.**
- g) **For the time being any payment to these employees will be made on ad hoc basis stated as lumpsum in the pendency of final settlement of their wages etc. (existing rates_. The payment shall be disbursed directly by the Authority).**
- h) **All passes to these employees shall be given declaring their status under the care of AAI and the concerned operating department will keep record.**

Letter dated 4/2/1997 (Ex. WW2/8) issued under the signatures of Mrs. Smita Sahdev, EHK-11 of the Management to the RDCOS(CA), BDDS Officer Complex, Mahipalpur, New Delhi also give supports to the version of the claimants/workmen that though they were working as sweepers initially in the office of the Management through the Contractor/s but taken on the roll of Management w.e.f. 1/2/1997 on daily wage basis, inasmuch as the communication Ex.WW2/8 recites that as per judgement of Hon'ble Supreme Court of India, contracts have been terminated w.e.f. 31/1/1997 and **all the contract staff has been taken under the care of AAI(IAD) on purely temporary basis.**

11. Workman Shanmugam has filed on record copies of the Photo Identity Cards issued by Bureau of Civil Aviation Authority as Ex.WW2/15 to WW2/18 valid upto December, 1998, 31/12/2001, 31/12/2007 and 31/12/2009 wherein his designation has been shown as Sweeper. Similarly, the workman Anil Kumar, Sweeper has filed copies of PIC Ex. WW3/9 and Ex.WW3/10. Document Ex.WW4/M-3 which is medical examination report dated 5/11/1997 given by Medical Officer of the Management in respect of the workman Shri P.L. Mahadesh substantiate the version of the claimants that their medical examination was also conducted after they were taken on the roll of the Management w.e.f.

1/2/1997. Copy of the circular dated 17th/23rd April, 1998 bearing No. AAD/Personnel/38(1)/92/49 issued by the Management has been filed on record by the claimants/workmen as Ex. WW1/10, Ex., WW2/4, WW5/10, which was personally sent to the claimants Mohinder Kumar s/o., Brahm Dutgt, Shanmugam s/o. Kandan and Shri Vijay Veer s/o. Ram Avtar, through Executive Housekeeping arrangement, Terminal-2.. All these documents clearly show that the workman have been working as daily wage workers under the Management w.e.f. 1/2/1997, though prior thereto they were providing their services to the Management through different contractor/s which fact has also been admitted to by the workmen/claimants in their cross examination. Further, testimony of the claimants WW1 to WW5 in their additional affidavits Ex.WW1/AA to Ex.WW5/AA (as deposed in para 6) that soon after abolition of contract labour by the Govt. of India as well as orders of Hon'ble Supreme Court, w.e.f. 6/12/1996, they had undergone medical examination by the doctors of the Management and they were taken on duty by the Management w.e.f. 1/2/1997, has gone unassailed. It has clearly come on record that the claimants started working with the Management as daily wagers w.e.f. 1/2/1997 but they were refused to join duty w.e.f. 15/12/1998 and then the workmen/claimants preferred a civil suit and got injunction and the claimants are still working with the Management on the basis of stay granted by the Civil Court.

12- Since the claimants/workmen herein have been continuously working on the roll/strength of the Management w.e.f. 1/2/1997 – may be on daily wage/casual basis and they have been discharging their duties of sweeping, cleaning and dusting as assigned to them, to my mind this clearly establishes relationship of employer-employee between the Management and claimants and they fall within the definition of “workman” as provided under Section 2(S) of the Act. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of “workman” has observed as under :-

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.”

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of “workman” as provided in Section 2(S) of the Act.

13. As discussed above, in the case in hand the claimants are working as sweeper/s on daily wage basis with the Management w.e.f. 1/2/1997. Now, important question arises for consideration is whether the claimants/workmen herein are entitled to be regularized in service under the Management.

14. During the course of arguments, learned A/R for the Management argued that there is no fundamental right of those workers who have been employed as daily wagers or temporarily or on contractual basis to claim that they have a right to be absorbed in service. Such workers even serving for a long number of years will not become entitled to claim regularization if he/she is not working against a sanctioned post.

15. There is no dispute about preposition of law on the point. Hon'ble Supreme Court in the case of **Hari Nandan Prasad and another Vs. Food Corporation of India** 2014) 7 Supreme Court cases 190 held as under :-

*“... We are of the opinion that when there are posts available, in the absence of any unfair labour practice, the Labour Court would not give direction for regularization only because a worker has continued as daily wage worker/adhoc/temporary worker for number of year. Further, if there are no posts available, such a direction for regularization would be impracticable. In the above-said circumstances, giving of direction to regularize a person, only on the basis of number of years put in by such a worker as daily wagers et., may amount to backdoor entry into the service which is an anathema to Article 14 of the Constitution. Further such a direction would not be given when the concerned worker does not meet the eligibility requirement of the post in question as per the Recruitment Rules. **However, wherever it is found that similarly situated workmen are regularized by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at par with them, direction of regularization in such cases may be legally justified, otherwise non regularization of the left over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the Industrial adjudicator would be achieving the equality of upholding Article 14 rather than violating this constitutional provision.”***

12. Our own High Court in the case of **Project Director, Department of Rural Development Versus its Workmen through D.P.V.V.I.E.Union (W.P. –Civil No. 17555/2005 – decided on 29/3/2019)** after referring to number of judgments including the judgement of Hon'ble Apex Court in the case of **Secretary, State of Karnataka and other Vs Uma Devi, 2006 (4) SCC 1** and of Delhi High Court in the case of **Anil Lamba and others Vs. GNCTD WP (Civil) No.958/2018**, has observed in para 27 as under :-

“In my view, the rigors applicable for grant of regularization in cases of public employment cannot be read in such a manner so as to take away the wide powers of an Industrial Tribunal under the ID Act. It needs no reiteration that the basic tenets of service law are very different from those of labour law and therefore, the safeguards put in place to protect the interests of workmen cannot be conflated with the service rules and regulations applicable to government employees in the public sector. Both of them stand on different footing and can neither be tested on the same touchstone nor enforced on the same manner. Therefore, I am of the opinion that neither the decision in Uma Devi (supra) and Anil Lamba (supra) has any application to the facts of the present case. **Even otherwise, a perusal of the decision in Uma Devi (supra) shows that with respect to the regularization of temporary employees, the Supreme Court itself had specifically carved out an exception for those contractual employees who, though appointed regularly, had completed at least 10 years of service. In the facts of the present case, the respondents/workmen have as on date completed more than twenty-two years of service, and therefore, even as per the decision in Uma Devi (supra), they would be entitled to the regularization of their services.**”

From the above rulings, it is clear that ordinarily the Labour Court/Industrial Adjudicator should not issue direction for regularization of the workman engaged/working on casual/daily wage basis irrespective of his length of service unless there is a Scheme/policy of the Management & unless **similarly situated workmen have been regularized by the employer/Management under the said policy/Scheme and benefit of such scheme/policy has been declined to the other. However, the Industrial Tribunal is vested with powers to curb unfair labour practices being adopted by the employers.**

12. Except for the bald statement of the claimants/workmen that a large number of persons junior to them have been regularized by the Management, no documentary evidence has been adduced by them to elucidate the names of such junior employees and from which date they were regularized. On the other hand, MW1 Shri Puneet Verma while denying the claim of the workmen that a large number of persons junior to them have been regularized, has categorically deposed that the claimants never fulfilled the conditions of eligibility for regularization after detailed scrutiny by the Management. No doubt this version of MW1 has gone unassailed and unchallenged inasmuch as neither any suggestion contrary thereto has been given to him in his cross examination nor he has been confronted with any document showing that the officials junior to the workmen/claimants have been regularized by the Management in arbitrary manner, but it emerges from testimony himself that the Management is having a policy/scheme on the basis of which the workmen are considered eligible for regularization and the claimants did not fulfill the eligibility criteria. It would not be out of place to mention here that the Management has also not filed on record copy of the so called policy/scheme which contained eligibility criteria for regularization of its employees. It is evident that the claimants/workmen have been working with the Management continuously and uninterruptedly w.e.f. 1/2/1997 on daily wage/casual basis and they have as on date completed more than twenty-two years service. The workmen are doing the job of sweeping, cleaning and dusting which job is considered to be perennial in nature. The Management has not yet regularized the services of the claimants/workmen and has deprived them the status & privilege of permanent/regular employee. Employing workmen as “badlis”, casuals or temporaries and to continue them as such for years together with the object of depriving them of the status & privileges of permanent workman amounts to unfair labour practice in terms of Section 2(ra) read with Fifth Schedule of the Act. It emerges that the Management has adopted unfair labour practice in depriving the workmen/claimants herein of the status & benefit of permanent workman and such a practice is required to be curbed.

13. Having regard to the aforesaid rulings and circumstances of the case in hand, this Tribunal is of the considered opinion that action of the Management in not regularizing the workmen/ claimants who have already rendered continuous service of more than 22 years is unjustified and unwarranted. The workmen /claimant are entitled to be regularized to the post of Sweeper/Helper.

14. Now the residual question arises for consideration is as to from which date the workmen/claimants are entitled to be given benefit of regularization. Neither in the statement of claim, the workmen/claimants have pleaded that they had made any written representation or demand/legal letter to the Management for regularization of their services, nor they have filed on record any such document. It is pertinent to mention here that on the controversy between the parties, the reference to this Tribunal was made by the Appropriate Government vide its letter dated 15/4/2002 and by that time, the claimants/workmen had just completed about five years' service. The workmen/claimants had completed their 20 years' long, regular and uninterrupted service with the Management on 31/1/2017. In these circumstances, this Tribunal is of the considered view that the workmen/claimants are entitled to get benefit of regularization to the post of

Sweeper/Helper in the regular pay-scale existing to the said post w.e.f. 1/2/2017, with all consequential benefits viz. annual increment and other prevalent benefits/facilities like HRA, transport, medical facility etc.

Relief :-

As a sequel to the above discussion, the Management is hereby directed to regularize the workman/claimant on the post of Sweeper w.e.f. 01/02/2017 in the regular pay-scale of Sweeper/Helper, with all consequential benefits and arrears of the same be also paid to them. Award is passed accordingly.

Let a copy of this Award be sent to the appropriate Government for publication as required under Section 17 of the Act.

Date : 05.08.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2019

का.आ. 1646.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 124/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.09.2019 को प्राप्त हुआ था।

[सं. एल-30011/44/2010-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd September, 2019

S.O. 1646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124/2013) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Limited and other and their workman, which was received by the Central Government on 03.09.2019.

[No. L-30011/44/2010-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, NEW DELHI**

ID No. 124/2013

Shri Narayan Singh and 10 other workers,
All Represented by
Janvadi General Kamgar Mazdoor Union,
C/o. Room No.95, Barracks No.1/10,
Jam Nagar House, Shahjahan Road,
New Delhi.

...Workmen

Versus

1. The Chairman,
M/s. Indian Oil Corporation Ltd.,
Scope Complex, 427 Institutional Area,
Lodhi Road, New Delhi 110003.

2. Shri R.B. Ranjit,
Proprietor
M/s. Telecom Corporation,
Contractor,
Through Indian Oil Corporation,
C-66 Ramesh Nagar,
New Delhi.

...Management

AWARD

This Award shall dispose of a complaint under Section 33-A of the Industrial Disputes Act, 1947 (in short the Act) filed by the claimants/ workmen Narayan Singh and others, with the averments that during pendency of the proceedings in relation to reference made to this Tribunal by the appropriate Government vide its letter No.L-30011/44/2010-IR(M) dated 12.08.2000 under clause (d) of sub-section (1) and sub-section (2A) regarding regularization of services of 11 workers engaged as sweepers through M/s Telecom Corporation, contractors, in the establishment of Indian Oil Corporation Ltd. (registered as ID No.88/2000), services of the workmen connected with the dispute were terminated w.e.f. 1/6/2003 by the Management of Indian Oil Corporation with connivance of contractor who is performing his duty as an agent of Indian Oil Corporation. The particulars/details of the 11 Nos. of workmen whose services have been terminated are as under :-

Sl. No.	Name of the Workers	Designation	Date of Joining
1.	Narayan Singh	Sweeper	23/2/1988
2.	Balbir Singh	Sweeper	1/1/1988
3	Kunwar Pal Singh	Sweeper	1/1/1988
4	Bangali	Sweeper	1/1/1988
5.	Trushan Pal	Sweeper	2/2/1993
6.	Biru	Sweeper	1/1/1991
7.	Suresh Chand	Sweeper	2/8/91
8.	Om Prakash	Sweeper	25/1/92
9.	Inder Pal	Sweeper	1/2/92
10.	Chander Pal	Sweeper	1/2/93
11.	S. Dass	Sweeper	1/10/90

2. It is pleaded that the workmen have been continuously performing the duties as Sweeper, without any single break, for sweeping the premises of Indian Oil Corporation of India but services of the workmen have been terminated w.e.f. 1/6/2003 without taking prior permission from the Tribunal and as such this action of the Management is in contravention of Section 33 of the Act. The workmen filed a complaint to the Chairman, Indian Oil Corporation on 22/5/2003 but to no avail. The workmen/claimant have prayed for their reinstatement in service w.e.f. 1/6/2003 as the said termination is illegal, unfair and unjust and the workmen be deemed to be in service with full back wages.

3. The complaint has been resisted by the Management No. 1/IOC who filed its written statement and took preliminary objections that the complainants/workmen had never been in employment of Indian Oil Corporation, as employer in relation to the workmen concerned is M/s Teleclean Corporation who appointed and employed the workmen and exercised regular control & supervision over the manner of working of the concerned workmen. The Management of Indian Oil Corporation had no locus standi to terminate the services of the claimants and in fact never terminated the alleged services of the claimants. The pre-requisites of Section 33-A of the Act are not fulfilled and hence, the application is not maintainable against the Management of Indian Oil Corporation. Prayer has been made for dismissal of the application.

4. Reply on behalf of the Management –M/s. Telecom Corporation has been filed, stating that the terms of reference made by the Appropriate Government vide letter dated 12/8/2000 in no way makes liable the Management/contractor and the workman are not seeking relief as workmen of Management No.2 but are in fact they seek conferring the status of workmen of Indian Oil Corporation Ltd. Management No.2 has no liability as all the claimants in fact signed No Dues Certificates dated 4/6/2003 in favour of Management No.2 wherein it has been written

that all dues of the claimants have been cleared and Management No.2 is not liable for future action of the claimants. Since the real contest in the present complaint is between the Management No.1 and the claimants, the Management No.2 has unnecessarily been dragged. Management No.2 has also prayed for dismissal of the present complaint/application.

5. On the pleadings of the parties, following issues were framed by my learned Predecessor vide order dated 6/12/2013 :-

- 1) Whether the claimants are workmen concerned in dispute referred for adjudication by the appropriate Government vide order dated 12/8/2000
- (2) Whether M/s. Telecom Corporation has violated provisions of Section 33 of the ID Act ? If yes, its effect?
- (3) Relief.

6. The Claimants in support of their case examined themselves as WW1 to WW10 who filed their affidavits Ex.WW1/A to Ex.WW10/A. On the other hand, Management No.1/Indian Oil Corporation examined Shri Vivek Narain, Senior Manager as MW2. However, Management No.2 did not examine any witness.

7- In view of the provisions of Section 33-A of the Act, the instant complaint was/is treated to be a dispute as referred to this Tribunal in accordance with the provisions of the Act. As such, this Tribunal is required to submit the Award to the appropriate Government.

8. I have heard Shri B.K.Prasad, A/R for the claimants and Shri Vinay Sabharwal, A/R for the Management No.1 and have gone through the records carefully. My findings on the above issues are as follows.

Issue No.1 and 2 :-

9. Both these issues being inter-connected are taken up together and can be disposed of by common discussion.

10. At the outset I may mention that provisions of Section 33 and 33-A of the Act clearly provide that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

11. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty – the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law. In a celebrated case of **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. Vs. Ram Gopal Sharma and others, (2002) 2 SCC 244**, Hon'ble the Supreme Court while dealing with a matter regarding contravention of provisions of Section 33 of the Act, had observed in para 12 as under :-

“(i) Section 33 in both its limbs undoubtedly uses mandatory language and Section 31(1) makes it penal for the employer to commit a breach of the provisions of Section 33 and therefore, if Section 33 stood alone, it might lend itself to the construction that any action by way of discharge or dismissal taken against the workman would be void if it is in contravention of Section 33. **But Section 33 can not be read in isolation, for the intention of the legislature has to be gathered not from one provision but from the whole of the statute. If Section 33 and 33-A are read together, it is clear that legislative intent shall not invalidate an order of discharge or dismissal passed in contravention of Section 33 despite the mandatory language implied in the Section and the penal provision enacted in Section 31(1).**

(ii) The mere contravention of Section 33 by the employer will not entitle the workman to an order of reinstatement because inquiry under Section 33-A is not confined only to the determination as to the contravention of Section 33, **but even if such contravention is proved, the Tribunal has to go further and deal also with the merits of the order of discharge or dismissal.**

(iii) If the contravention of Section 33 were construed as having invalidating effect on the order of discharge or dismissal, Section 33-A would be rendered meaningless and futile, because in that event the workman would invariably prefer to make an application straight away under Section 33-C(2) even before adjudication whether the order of discharge or dismissal is void and inoperative.....”

In the light of aforesaid, the Court/Tribunal is firstly required to ascertain as to whether order of dismissal made by the employer is in contravention of Section 33 of the Act and if the contravention of Section 33 is established, the next question would be whether the order of discharge or dismissal passed by the employer is justified on merits. The Tribunal would have to go into the question and decide whether on the merits, the order of discharge or dismissal passed by the employer is justified.

12. It is not in dispute that consequent upon receipt of reference from the Appropriate Government vide letter dated 12/8/2000, proceedings between the parties under Section 10 of the Act bearing ID No.221/2011 (old No.88/2000) relating to the dispute of regularization of their services by Management of Indian Oil Corporation, were pending adjudication before this Tribunal as on 1/6/2003 when the services of the workmen/claimants herein were allegedly terminated by their employer/s. **As such, it is held that the claimants are the workmen concerned in dispute referred for adjudication by the appropriate Government vide order dated 12/8/2000.**

13. There is nothing on record to suggest that either the Management of Indian Oil Corporation (viz. principal employer) or the Management of M/s Telecom/Teleclean Corporation had sought approval from this Tribunal prior to discharge or dismissal of the claimants. As such, it prima facie stands established that discharge or dismissal of services of the claimants/workmen herein by their employer was in contravention of Section 33 of the Act.

14. Now important question arises for consideration is as to who was the employer of the workmen/claimants herein at the time when their services were discharged/terminated and whether on the merits, the order of discharge or dismissal passed by the employer is justified. For the purpose, this Tribunal has to consider oral as well as documentary evidence adduced on record. It would not be out of place to mention here that since most of the witnesses examined in this case as well as in the reference case (ID No.221/2011 – old No.88/2000) were the same, it was agreed to by the A/Rs of both the parties that evidence recorded on both files be read in each case respectively and this is so mentioned in the order-sheet dated 1/2/2019. As per the pleadings of the parties and evidence adduced on record, the claimants were engaged by Shri R.B. Ranjeet, Proprietor/owner of Management No.2 M/s Teleclean Corporation, whereas they worked as Sweeper in the office of the Management No.1 Indian Oil Corporation. The claimants have not filed on record any document to show that they were directly employed by Management No.1. It is manifest from the testimony of the claimants that they were employed & engaged by the contractor namely Shri R.B. Ranjeet, Prop./owner of M/s Teleclean Corporation – Management No.2 and the said contractor used to pay wages to them as per attendance and further that, the said contractor through its supervisor Mr. Arun was having supervision over the work of the workers/claimants, though they were doing the work of sweeping in the premises of Management No. 1 Indian Oil Corporation. Documents Ex.WW1/M-1 to WW10/M-1 which are the copies of the receipt/s also show that certain payment/s were made to the claimants by M/s Teleclean Corporation towards gratuity, pursuant to the notice issued by the said firm/Management. It has been clearly mentioned in the said receipts that no claim/dispute remains against the Management of Teleclean Corporation and that the claimants/workmen will not make any demand of employment. These receipts are dated 4/6/2003. It emerges from the perusal of the receipts Ex.WW1/M-1 to Ex.WW10/M-1 that it was M/s Teleclean Corporation who had discharged/terminated the claimants, after making full & final payments to them. Once the claimants were engaged by M/s Teleclean Corporation, the said firm was having control & supervision over their work, wages used to be paid to the workmen herein by the said firm/contractor and the said firm/contractor had discharged/terminated the services of the claimant after making payments vide receipts Ex.WW1/M-1 to Ex.WW10/M-1, **this Tribunal has no hesitation to hold that there existed relationship of employee & employer between the claimants/workmen and M/s Teleclean Corporation as on 1/6/2003 when their services were allegedly terminated.** However, the contention of the claimants/workmen that Management of Indian Oil Corporation was bent upon & responsible for termination of their services without prior permission from the Court/Tribunal or that there existed relationship of employer-employee/s between them and Management of Indian Oil Corporation, is not tenable.

15. It would not be out of place to mention here that in the reference case (bearing ID No. 221/2011 -- old No. 88/2000), the demand of the workmen/claimants was for regularization of their services with the Management of Indian Oil Corporation and this is so evident from the terms of reference which is reproduced hereinbelow :-

‘Whether the demand of the Janvadi General Kamgar Mazdoor Union in respect of 11 workers engaged (as per details shown in Annexure-A) through M/s Telecom Corporation, contractors, in the establishment of Indian Oil Corporation Ltd., for contract work of sweeping from the period as shown against their names for employment and regularization in service with Indian Oil Corporation Ltd., Scope Complex, 127 Institutional Area, Lodi Road, New Delhi, being the principal employer, is justified and valid and legal ? If yes, then to what benefit and relief, they are entitled to ?’

In that reference case, the claimants/workmen had not sought any relief whatsoever against M/s Teleclean Corporation, despite the fact that the said firm was their employer. However, the claimants/workmen through its Union had sent a letter dated 22/5/2003 (Ex.WW1/5) addressed to the Management of Indian Oil Corporation, with the request that as contract for sweeping executed through Shri R.P.Ranjit, Prop. of M/s Teleclean Corporation is going to be changed from 1/6/2003, the workmen/claimants be retained and attached to new contractor and **copy was endorsed to the**

contractor M/s Teleclean Corpn., with the request not to change the service conditions of the claimants/workmen. As mentioned above, M/s Teleclean Corporation had made payments to the claimants vide receipts Ex.WW1/M1 to Ex.WW10/M-10, perusal of which shows that payments ranging from Rs.15462 to Rs.23192/- was paid to the claimants/workmen herein and their signatures appear on the receipt, duly witnessed by co-employee/co-workman. Although the workmen/claimants had never represented/protested when their signatures were obtained on the above receipts and when full & final settlement was made to them on 4/6/2003 as admitted by them in their cross examination, yet Management No.2 viz. M/s Teleclean Corporation being employer of the claimants was under moral and legal obligation to pay wages for one month to each of the employees and to seek approval of the Court/Tribunal prior to taking action of discharge/dismissal against the workmen, as provided under Section 33(2)(b) of the Act, Moreso, the claimants through its Union had given representation dated 22/5/2003 (Ex.WW1/3) to M/s Indian Oil Corporation as well M/s Teleclean Corporation with the request not to change the service conditions of the workmen. It is evident from the receipts Ex.WW1/M-1 to Ex.WW10/M-1 that M/s Teleclean Corporation had discharged the claimants from services w.e.f. 1/6/2003. There is nothing on record to show that the Management No.2 had paid wages for one month to the workmen and had sought approval of the Court/Tribunal for their discharge. Therefore, it emerges that Management No.2 M/s Teleclean Corporation contravened the provisions of Section 33(2)(b) of the Act. Even if it is presumed for the sake of arguments that no effective proceedings were pending against M/s Teleclean Corporation because in the proceedings under Section 10 of the Act no relief was virtually sought by the claimants against M/s Teleclean Corporation, in that eventuality also the said firm M/s Teleclean Corporation being employer of the claimants herein was under legal obligation to give one month's notice to the claimants or in lieu thereof to pay notice pay/compensation in terms of Section 25-F of the Act. It is pertinent to mention here that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that either any notice was issued by the Management or notice pay/compensation was paid to the workman/claimant prior to their termination. As such, the Management has violated the provisions of Section 25-F of the Act.

16. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management to be illegal and void under the law.

17. Since there is no evidence on record that any valid notice was issued by the Management No.2 to the workmen at the time of termination or in lieu of such notice, any compensation was paid to her, as such action of the Management No.2 in terminating the services of the workman w.e.f. 1/6/2003 is held to be illegal and void.

18. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is pertinent to mention here that neither in the instant case nor in the reference case, the claimants/workmen have pleaded or proved that they are not gainfully employed. The Hon'ble Apex Court in case **“Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya”** reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) **Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on**

lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

Since the claimants have neither pleaded nor proved on record that they are not gainfully employed since after their discharge/termination of services, this Tribunal is constrained to hold that the claimants are not entitled to reinstatement into service. To my mind, ends of justice will meet if lumpsum compensation is awarded to the claimants for wrongful termination by their employer M/s Teleclean Corporation. Although the workmen have not disclosed or proved as to what was their last drawn wages, yet considering the fact that gratuity amount ranging from Rs.15462 to Rs.23192/- was paid to the claimants/workmen vide receipts Ex.WW1/M-1 to Ex.WW10/M-1, this Tribunal considers it expedient in the interest of justice to award lumpsum compensation of Rs.1,00,000/- each to the claimants which shall be paid by M/s. Teleclean Corporation for wrongful termination of the workmen. These issues are decided accordingly.

Relief :-

19. As a corollary to the discussion made hereinabove, the workmen/claimants herein are awarded lumpsum compensation of Rs.1,00,000/- (Rupees One Lakh) each to the workmen/claimants, which amount shall be paid by M/s. Teleclean Corporation within one month from the date of publication of the award, failing which the workmen will be entitled to recover the same alongwith interest @ 7% p.a. from the date of publication of the award till realization. Award is passed accordingly.

Dated : 26.8.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 3 सितम्बर, 2019

का.आ. 1647.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 221/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.09.2019 को प्राप्त हुआ था।

[सं. एल-30011/44/2010-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 3rd September, 2019

S.O. 1647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 221/2011) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Limited and other and their workman, which was received by the Central Government on 03.09.2019.

[No. L-30011/44/2010-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, NEW DELHI****ID No. 221/2011 (Old No. 88/2000)**

Shri Narayan Singh and 10 other workers,
 Represented by
 The President, Janvadi General Kamgar Mazdoor Union,
 E-26 (old Quarters), Raja Bazar,
 Baba Kharak Singh Marg,
 New Delhi 110001.

...Workmen

Versus

1. The Chairman,
 M/s. Indian Oil Corporation Ltd.,
 Scope Complex, 427 Institutional Area,
 Lodhi Road, New Delhi 110003.
2. Shri R.B. Ranjit,
 Proprietor
 M/s. Teleclean Corporation,
 Contractor, C-66 Ramesh Nagar,
 New Delhi.

...Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide its letter No.L-30011/44/2010-IR(Misc.) dated 12.08.2000 followed by corrigendum letter bearing even number & dated 13/10/2000, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the demand of the Janvadi General Kamgar Mazdoor Union in respect of 11 workers engaged (as per details shown in Annexure-A) through M/s Telecom Corporation, contractors, in the establishment of Indian Oil Corporation Ltd., for contract work of sweeping from the period as shown against their names for employment and regularization in service with Indian Oil Corporation Ltd., Scope Complex, 127 Institutional Area, Lodi Road, New Delhi, being the principal employer, is justified and valid and legal ? If yes, then to what benefit and relief, they are entitled to ?’

2. Both parties were put to notice and the claimants/workmen Narayan Singh and 10 others filed a joint statement of claim, with the averments that Management No.1 M/s Indian Oil Corporation has engaged workmen herein through the Management No.2 (contractor) for sweeping the building of Indian Oil Corporation. It is pleaded that in the annexure-A sent alongwith the reference, date of joining of the workmen is as per list submitted by Management No.2/contractor before the Conciliation Officer, whereas some of the workmen connected with the dispute have been performing their duties since 1984 when the office of Management No.1 was located at Janpath and The particulars/details of the workmen are given hereunder :-

Sl.No.	Name of the workmen		Designation	Date of Joining (as per Annexure-A)	Date of Engagement as per claim of the workmen
1.	Narayan Singh		Sweeper	23/2/1988	1/2/1984
2.	Balbir Singh		Sweeper	1/1/1988	29/12/86
3	Kunwar Pal Singh		Sweeper	1/1/1988	14/7/87
4	Bangali		Sweeper	1/1/1988	29/12/87
5.	Trushan Pal		Sweeper	2/2/1993	1/1/89
6.	Biru		Sweeper	1/1/1991	1/1/1990

7.	Suresh Chand		Sweeper	2/8/91	24/12/1990
8.	Om Prakash		Sweeper	25/1/92	24/12/1990
9.	Inder Pal		Sweeper	1/2/92	5/1/90
10.	Chander Pal		Sweeper	1/2/93	1/9/93
11.	S. Dass		Sweeper	1/10/90	26/11/90

It is pleaded that though the workmen have been continuously performing the duties of sweeping of IOC building through Management No.2/contractor but have been getting only the wages fixed for unskilled workmen, whereas the directly employed sweepers are getting higher wages/pay in regular pay-scale and thus, there was exploitation of the workmen. It is also pleaded that the Ministry of Labour vide notification dated 9/12/1976 prohibited the employment of contract labour w.e.f. 1/3/1977 for sweeping, cleaning, dusting and watch & ward of buildings owned or occupied by the establishment of the Central Government. Management No.1 IOC is wholly financed by the Central Govt. and as such the aforesaid notification was applicable to it. In view of the decision of Hon'ble Supreme Court in the case of **Air India Statutory Corporation Vs. United Labour & others, LLJ (I) 1997 1113**, all the workmen connected with the dispute are the direct employees of IOC as the management No.2/contractor was performing his duty for supply of the workforce to the Management No.1 for sweeping work of its establishment. The work of sweeping in the building of Management No.1 is of perennial nature. Management No.1 being the principal employer willfully and deliberately engaged contract labour to deny the fruits and benefits as that of regular workmen and thus indulged in unfair labour practice. As such the workmen herein are entitled to be regularized in the time scale of group-D employees. Prayer has been made that services of all the 11 workmen connected with the dispute be ordered to be regularized in the establishment of Management No.1 and they be paid pay & allowances as being paid to regular Group-D employees of IOC.

3. The claim petition has been resisted by the Management No.1/IOC who filed its written statement and took preliminary objections that there is no relationship of employer and employee between the parties, as employer in relation to the workmen concerned is M/s Teleclean Corporation who appointed and employed the workmen and exercised regular control & supervision over the manner of working of the concerned workmen. While denying the allegations of the claimants/workmen, it has been stated that notification dated 9/12/1976 is not applicable to IOC which was issued after a study of particular establishment but the said study was not conducted either prior to after notification dated 9/12/1976 for the establishment of IOC. It is also alleged that the work of cleaning in Scope Building of IOC is not perennial and does not require full time workmen, as the maintenance job at Scope Building is performed largely with the help of automatic equipment and machines requiring of special skill and experience. Since wages are paid by M/s. Teleclean Corporation to its workman at per its own criteria, no parity of wages can be made between the regular employees of Management No.1 and employees of Management No.2. Prayer has been made for rejection of the claim petition.

4. Management No. 2 M/s. Teleclean Corporation also filed its written statement and took preliminary objections that the Teleclean Corporation is duly registered and have obtained proper licence to carry out the activities of housekeeping and cleaning services. It was engaged to provide cleaning and upkeep services in the office premises of IOC and the workmen/claimants are the employees of Teleclean Corporation and they were engaged from time to time. The Management No.2./contractor is meeting all legal requirements and paying the workmen all the dues/benefits and there is no dispute about it. The workmen has now raised a demand for regularization with the Indian Oil Corporation, though IOC had no legal obligation to regularize their serviced. It has been stated that the workmen herein are the direct employees of M/s Teleclean Corporation and they are paid all the dues including PF, ESI, Bonus, gratuity, weekly off days and all holidays. Prayer has been made for rejection of the claim petition outrightly.

5. Rejoinder/s were filed on behalf of the workmen, whereby averments made in the claim petition were reiterated and the allegations made out in the written statements of the Managements were denied.

6. At the outset I may mention that during pendency of the proceedings two workmen/claimants namely Balbir Singh and Kunwar Pal Singh expired and their legal heirs have been brought on record and amended memo of parties dated 27/3/2017 has been filed on record.

7. The Claimants in support of their case examined some of the workmen as WW1 to WW5 who filed their affidavits Ex.WW1/A to Ex.WW5/A besides examining Shri B.K.Prasad, President of the Union as WW6 regarding espousing the cause of the claimants vide espousal certificate Ex.WW6/2. On the other hand, Management No.1/Indian Oil Corporation examined Shri Vivek Narain, Senior Manager as WW1 and Shri Rajesh B. Antapurkar, Deputy General Manager (Projects) as WW2. However, Management No.2 did not examine any witness.

8. I have heard Shri B.K.Prasad, A/R for the claimants and Shri Vinay Sabharwal, A/R for the Management No.1 and have gone through the records carefully.
9. Learned A/R appearing on behalf of the Claimants strenuously argued that since the workmen/claimants were performing duties of sweeping of IOC Building through the contractor despite prohibition vide notification dated 9/12/1976 issued by the Govt. of India, the claimants became the employees of the principal employer viz. Indian Oil Corporation and as such, the claimants are entitled to get benefit of regularization of their services under the principal employer.
10. Per contra, Ld. AR appearing on behalf of the Management No. 1 strongly contended that there is no relationship of employer and employee between the Management inasmuch as the workmen/claimants were never employed by Indian Oil Corporation, rather it was M/s Teleclean Corporation who was the employer of the claimants and was having direct control & supervision over the work performed by the claimants. M/s. Teleclean Corporation used to pay wages and other benefits to the claimants and as such, there does not exist any relationship of employer & employee between the claimants and Indian Oil Corporation and consequently, the claim of the claimants regarding regularization of their services in Indian Oil Corporation is misconceived and untenable. It was also contended that onus is also upon the claimant to prove that they were in the employment of Management No.1.
11. There is no dispute about preposition of law that onus to prove that claimant/workman was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the Management concerned. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.
12. This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimants herein. The affidavit Ex.WW1/A to Ex.WW6/A filed by the claimant are in line with the averments made in the claim petition. As per the pleadings of the parties and evidence adduced on record, the claimants were engaged by Shri R.B. Ranjeet, Proprietor/owner of Management No. 2 M/s. Teleclean Corporation, whereas they worked as Sweeper in the office of the Management No.1 Indian Oil Corporation. In cross-examination conducted on behalf of the Management No.1, the claimant/workman WW1 to WW 6 admitted that Shri R.B. Ranjeet used to make payment of wages to the workers WW3 Shri Bengali has admitted in his cross examination that there was only one supervisor of respondent No.2 and his name was Arun who used to take work at the spot. WW4 Tursan Pal clarified that R.B.Ranjeet (contractor) used to disburse wages personally. WW4 Shri Balbir Singh-workman also admitted that wages used to be paid/dispensed by Ranjit (contractor) as per attendance of the workers i.e. according to the number of days for which each worker worked. According to him, Mr. Arun who was son in law of Ranjit (contractor) used to look after the work occasionally and used to mark attendance of the workers.
13. The claimants have not filed on record any document to show that they were directly employed by Management No.1. It is manifest from their testimony that they were employed & engaged by the contractor namely Shri R.B. Ranjeet, Prop./owner of M/s Teleclean Corporation – Management No.2 and the said contractor used to pay wages to them as per attendance and further that, the said contractor through its supervisor Mr. Arun was having supervision over the work of the workers/claimants, though they were doing the work of sweeping in the premises of Management No.1 Indian Oil Corporation. MW2 Shri Rajesh B. Antapurkar has testified in his testimony that there has been prescribed procedure for award of civil maintenance contracts for which tenders are invited from eligible parties in sealed covered and thereafter the Tendering Committee would evaluate such tenders for award of contract/s. He testified that contract was awarded to M/s Teleclean Corporation on 31/3/2000 for civil maintenance work and such work was supervised by the supervisor of the contractor. In cross examination he showed his ignorance if the contractor was duly licenced but denied the suggestion that contract awarded to the contractor was sham and camouflage.
14. From the above evidence adduced on record it is evident that it was the Management No. 2 who used to pay salary/wages to the claimants. Supervision over the work of the claimants/workmen was also that of Management No.2. Once the salary/wages to the claimants were paid by Management No.2 and the said firm was having control/supervision over the work of the claimants, there existed relationship of employee-employer between the claimants and Management No.2.
15. It would not be out of place to mention here that the claimants/workmen also filed an application under Section 33-A of the Act (registered as ID No.124/2013) claiming that during pendency of the aforesaid reference, their services have been terminated w.e.f. 1/6/2003 by the Management of Indian Oil Corporation and they prayed for reinstatement in service w.e.f. 1/6/2003. In that case also, evidence was adduced on behalf of the parties and the documents Ex.WW1/M-1 to WW10/M-1 which are the copies of the receipt/s of payment from M/s Teleclean Corporation in full & final

settlement of their claims pursuant to the notice issued by the said firm/Management. It has been clearly mentioned in the said receipts that no claim/dispute remains against the Management of Teleclean Corporation and that the claimants/workmen will not make any demand of employment. These receipts are dated 4/6/2003. It emerges from the perusal of the receipts Ex.WW1/M-1 to Ex.WW10/M-1 that services of the claimants/workmen were terminated by the contractor M/s. Teleclean Corporation after making full & final payments to the workmen. Once the services of the claimants were terminated by the contractor in whose favour contract/agreement regarding housekeeping and cleaning of the building of Indian Oil Corporation was executed and the claimants have received full and final payments from the said Contractor, now it does not lie in the mouth of the claimants/workmen to allege that Management of Indian Oil Corporation was responsible for termination of their services or that there existed relationship of employer-employee/s between the Management of Indian Oil Corporation and the claimants herein. It is, therefore, held that there does not exist relationship of employer-employee between the Management of Indian Oil Corporation and the claimants/workmen herein.

15. It is not the case of the claimants that the agreement/contract executed between the Management No.1 and 2 was sham or bogus. However, A/R for the claimant strongly contended that since the contractor pursuant to the contract/agreement, simply supplied manpower to the Management of Indian Oil Corporation for sweeping of its building, prime control and supervision over the work of the claimants was that of the principal employer and hence, the claimants/workmen became employees of the principal employer. I am not in agreement with the submission of learned A/R for the claimants, inasmuch as it is fairly settled that if the contract is for supply of labour, necessarily the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor. The control test and organization test are not the only factors which can be said to be decisive. With a view to elicit the answer, the Court/Tribunal is required to consider several factors vis-a-vis- who is the appointing authority, who is a paymaster, who can dismiss; how long alternative service lasts, the extent & control of supervision; the nature of the job – professional or skilled work etc. etc, which would have a bearing on the result. Reference in this respect may be made to a number of judgements viz. **Workman Vs. Coates of India Ltd. (2004) 3 SCC 547; Haldia Refinery Canteen Employees Union Vs. Indian Oil Corporation Ltd;(2005) SCC 51; Balwant Rai Saluja Vs. Air India Ltd (2014) 9 SCC 407; Ram Singh Vs. Union Territory, Chandigarh (2004) 1 SCC 126; Workman of Nilgiri Coop Marketing Society Vs. State of Tamilnadu (2004) 3 SCC 4514; Union of India and another Vs. Aryulmozhi Iniarasu and others (2011) 9 SCR 1.**

15. Since M/s. Teleclean Corporation was the appointing authority of the claimants herein besides that the said contractor was paymaster & having control of supervision and the said firm/contractor after termination of their services had made payment to the claimants in full & final settlement of their claims as per documents Ex.WW1/M-1 to Ex.WW10/M-1 (filed in the connected case ID No.124/2013) , this Tribunal has no hesitation to hold that relationship of employee-employer existed between the claimants and Management No.2 only and that the workmen were simply working as Sweeper/s through Management No.2 in the premises of the Management No.1.

16. It was contended on behalf of the claimants/workmen that since the Govt. of India vide notification dated 9/12/1976 had prohibited employment of contract labour w.e.f. 1/3/1977 for sweeping, cleaning, dusting and watch & ward of buildings owned or occupied by the establishment of the Central Government, all the workmen engaged by Management No.1 IOC (a wholly financed by the Central Govt.) became the direct employees of IOC, in view of the decision of Hon'ble Supreme Court in the case of **Air India Statutory Corporation Vs. United Labour & others, LLJ (I) 1997 1113.** In this respect, it is worthwhile to mention here that **in a celebrated case titled as Steel Authority of India Ltd. and others Versus National Union Water Front Workers and others (decided on 30/8/2001) AIR 2001 SC 3527,** following important points/issues arose for determination:-

- 1) Whether the notification dated December 9, 1976 issued by the Central Government under Section 10(1) of the CLRA Act is valid and applies to all Central Government companies; and
- 2) Whether automatic absorption of contract labour, working in the establishment of the principal employer as regular employees, follows on issuance of a valid notification under Section 10(1) of the CLRA Act, prohibiting the contract labour in the concerned establishment.

After referring to the aforesaid notification dated 9/12/1976, Constitution Bench of Hon'ble Supreme Court observed in relation to point/issue No.1 above, in para 52 as under :-

“A glance through the said notification, makes it manifest that with effect from March 1, 1977, it prohibits employment of contract labour for sweeping, cleaning, dusting and watching of buildings owned or occupied by establishment in respect of which the appropriate Government under the said Act is the Central Government. This clearly indicates that the Central Government had not adverted to any of the essentials, referred to above, except the requirement of consultation with the Central Authority Board. Consideration of the factors mentioned above has to be in respect of each establishment, whether individually or collectively, in respect of

which notification under sub-section (1) of Section 10 is proposed to be issued. **The impugned notification apart from being an omnibus notification does not reveal compliance of sub-section (2) of Section 10. This is ex-facie contrary to the postulates of Section 10 of the Act. Besides, it also exhibits non-application of mind by the Central Government. We are, therefore, unable to sustain the said impugned notification dated December 9, 1976 issued by the Central Government.**

As regards aforesaid point/issue No.2 relating to automatic absorption of the contractual workers by the principal employer, which was a very moot point/issue, their lordships of the Apex Court after marathon debate on the point and quashing the notification dated 9/12/1976 prospectively, held in para 122 as under :-

“(1) to (3).....

- (3) Neither Section 10 of the CLRA Act, nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by appropriate Government under sub-Section (1) of Section 10, prohibiting employment of contract labour; in any process, operation or other work in any establishment, Consequently, **the principal employer can not be required to order absorption of the contract labour working in the concerned establishment.**
- (4) **We overrule the judgement of this Court in Air India’s case (supra) prospectively and** declare that any direction issued by any industrial adjudicator/any Court including High Court, for absorption of contract labour following the judgement in Air India’s case (supra), shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgement in cases where such a direction has been given effect to and it has become final.
- (5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise in an Industrial dispute brought before it by any contract labour in regard to the conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there-under. If the contract is found to be genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment, subject to conditions as may be specified by it for that purpose in the light of para 6 hereunder :
- (6) If the contract is found to be genuine and prohibition notification under Section 10(1) of CLRA Act in respect of concerned establishment has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment, the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and if necessary, by relaxing the conditions as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.”

As mentioned above, notification dated 9/12/1976 issued by the Appropriate Government, which has been much relied upon by the claimants stands quashed vide judgement dated 30/8/2001 of the Hon’ble Supreme Court. Similarly, the judgement in the case of Air India (supra) which was heavily relied upon by the claimants/workmen, stands over-ruled prospectively. It is reiterated that the claimants/workmen have neither pleaded nor proved that the contract/agreement between the Management of Indian Oil Corporation and the contractor M/s Teleclean Corporation was a sham or camouflage.

I have already held that there existed no relationship of employer-employee between the Management of Indian Oil Corporation and the claimants/workmen herein.

17. Having regard to the aforesaid facts and circumstances of the case, this Tribunal has no hesitation to hold that the demand of the workmen/claimants for regularization in service with Management of Indian Oil Corporation is neither justified nor valid.

Relief :-

18. As a corollary to the above discussion, it is held that the claimants are not entitled to any relief whatsoever and accordingly the claim petition deserves dismissal. Award is passed accordingly.

Dated : 26.8.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 4 सितम्बर, 2019

का.आ. 1648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में चैन्नई कन्टेनर टर्मिनल प्रा. लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 20/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.09.2019 को प्राप्त हुआ था।

[सं. एल-33011/04/2018-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 4th September, 2019

S.O. 1648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Chennai* as shown in the Annexure, in the industrial dispute between the management of M/s. Chennai Container Terminal Pvt. Ltd., and their workmen, received by the Central Government on 04.09.2019.

[No. L-33011/04/2018-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Present : DIPTI MOHAPATRA, LL.M., Presiding Officer

I.D. No. 20/2018
Thursday, the 30th May, 2019

BETWEEN :

The General Secretary
Chennai Container Employees Welfare Union,
Lakshmi Amman Nagar
Chennai-600118

...1st Party/Petitioner Union

AND

The Chief Executive Officer
M/s. Chennai Container Terminal (P) Ltd.
Chennai-600001

...2nd Party/Respondent

Appearance:

For the 1st Party/Petitioner Union : Sri B. Suresh Kumar, General Secretary

For the 2nd Party/Respondent : Mr. X. Jose Anand, Asstt. Manager-Industrial Relations, Authorized Representative

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-33011/04/2018-IR(B.II) dated 06.11.2018 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of the Chennai Port Container Terminal Employees’ Welfare Union on the management of Chennai Container Terminal Pvt. Ltd. for increase in wages over and above what has been offered by the management is justified or not? If so, what relief are the workmen entitled to?”

2. On receipt of the above reference from the appropriate Government, the same is registered as ID No. 20/2018. Notices were issued to both the parties for their appearance. The Petitioner/First Party, the General Secretary, Chennai Container Terminal Employees Welfare Union (in short “Union”) and the Respondent/Second Party, M/s Chennai Container Terminal (P) Ltd. entered appearance through its Authorized Representative on dtd. 18.12.2018..

3. The Authorised Representative of the Union – the First Party, the General Secretary and all the other Representatives of the Union, the CEO and all other Management Representatives (8 in Nos.) file a joint memo on the very date of their appearance, to the effect that the Industrial Dispute as per the reference made by the Appropriate Government has been settled between them. It is further submitted both parties entered into a settlement of their dispute by executing a Memorandum of Settlement on dated 27.08.2018 under Section 12(3) of the ID Act. The joint memo is supported with the copy of the Memorandum of Settlement. Both the parties accordingly made prayer to this Tribunal to pass an Award on the ground of the settlement of the dispute by out of the Court.

4. In view of the submission of the Authorised Representative of both parties, the documents on record are perused. The Memorandum of Settlement being a part of record is taken into judicial note. It appears that prior to 06.11.2018 (the date of reference), both parties tried their level best and settled the dispute at their end before the Assistant Labour Commissioner (C), Chennai on 27.08.2018 by entering into a Memorandum of Settlement. It reveals from the Memorandum of Settlement, that the members of both parties being agreed to the terms and conditions of the settlement, lend their respective signatures on the Memorandum before the Assistant Labour Commissioner (Central) on 27.08.2018. It further appears that the Memorandum of Settlement is an outcome of the voluntary agreement in between the parties to the terms and conditions reflected therein.

5. As such it is found that the reference was received from the appropriate Government only after when the Industrial Dispute was already resolved by way of settlement between the parties. Taking into consideration of the above fact, the submission of both parties got sufficient force to dispose of the instant case as there exists no dispute for adjudication. The memorandum of settlement form a part of the award.

The reference is answered accordingly.

DIPTI MOHAPATRA, Presiding Officer

(Dictated and transcribed by PA and corrected and pronounced in the open court on this day the 30th May, 2019)

Witnesses Examined:

For the 1 st Party/Petitioner Union	:	None
For the 2 nd Party/Management	:	None

Documents Marked :

On the petitioner’s side

Ex.No.	Date	Description
	<u>Nil</u>	

On the Management’s side

Ex.No.	Date	Description
	<u>Nil</u>	

नई दिल्ली, 4 सितम्बर, 2019

का.आ. 1649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में. चैन्नई कन्टेनर टर्मिनल प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद

में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 19/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.09.2019 को प्राप्त हुआ था।

[सं. एल-33011/03/2018-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 4th September, 2019

S.O. 1649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Chennai as shown in the Annexure, in the industrial dispute between the management of M/s. Chennai Container Terminal Pvt. Ltd., and their workmen, received by the Central Government on 04.09.2019.

[No. L-33011/03/2018-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Present : DIPTI MOHAPATRA, LL.M., Presiding Officer

I.D. No. 19/2018

Thursday, the 30th May, 2019

BETWEEN :

The General Secretary
Chennai Container Employees Welfare Union,
Royapuram
Chennai-600013

1st Party/Petitioner Union

AND

The Chief Executive Officer
M/s. Chennai Container Terminal (P) Ltd.
Chennai-600001

2nd Party/Respondent

Appearance:

For the 1st Party/Petitioner Union : Sri B. Suresh Kumar, General Secretary

For the 2nd Party/Respondent : Mr. X. Jose Anand, Asstt. Manager-Industrial Relations, Authorized Representative

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-33011/03/2018-IR(B.II) dated 05.11.2018 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of the Chennai Container Terminal Employees’ Union for increase in wages over and above what has been offered by the management is justified or not? If not, what relief are the workmen entitled to?”

2. On receipt of the above reference from the appropriate Government, the same is registered as ID No. 19/2018. Notices were issued to both the parties for their appearance. The Petitioner/First Party, the General Secretary, Chennai Container Employees Welfare Union (in short “Union”) and the Respondent/Second Party, M/s Chennai Container Terminal (P) Ltd. entered appearance through its Authorized Representative on dtd. 18.12.2018.

3. The Authorized Representative of the Union – the First Party, the General Secretary and all the other Representatives of the Union, the CEO and all other Management Representatives (8 in Nos.) file a joint memo to the effect that the Industrial Dispute as per the reference made by the Appropriate Government has been settled between them. It is further submitted both parties entered into a settlement of their dispute by executing a Memorandum of Settlement on dated 27.08.2018 under Section 12(3) of the ID Act. The joint memo is supported with the copy of the

Memorandum of Settlement. Both the parties accordingly moved this Tribunal to pass an Award on the ground of the settlement of the dispute by the parties out of the Court.

4. In view of the submission of the of the Authorized Representative of both parties, the documents on record are perused. The Memorandum of Settlement being a part of record is taken into judicial note. It appears that prior to 05.11.2018 (the date of reference), both parties tried their level best and settled the dispute at their end before the Assistant Labour Commissioner (C), Chennai on 27.08.2018 by entering into a Memorandum of Settlement. It reveals from the Memorandum of Settlement, that the members of both parties being agreed to the terms and conditions of the settlement, lend their respective signatures on the Memorandum before the Assistant Labour Commissioner (Central) on 27.08.2018. It further appears that the Memorandum of Settlement is an outcome of the voluntary agreement in between the parties to the terms and conditions reflected therein.

5. As such it is found that the reference was received from the appropriate Government only after when the Industrial Dispute was already resolved by way of settlement between the parties. Taking into consideration of the above fact, the submission of both parties got sufficient force to dispose of the instant case as there exists no dispute for adjudication. The Memorandum of Settlement forms a part of the Award.

The reference is answered accordingly.

DIPTI MOHAPATRA, Presiding Officer

(Dictated and transcribed by PA and corrected and pronounced in the open court on this day the 30th May, 2019)

Witnesses Examined:

For the 1st Party/Petitioner Union : None
For the 2nd Party/Management : None

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
	<u>Nil</u>	

On the Management's side

Ex. No.	Date	Description
	<u>Nil</u>	